CLERK'S COPY.

TRANSCRIPT OF RECORD

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1941

No. 197

THE UNITED STATES OF AMERICA AND INTERSTATE COMMERCE COMMISSION, APPELLANTS

vs.

CAROLINA FREIGHT CARRIERS CORPORATION

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF NORTH CAROLINA

FILED JUNE 20, 1941

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1 In the District Court of the United States for the Western District of North Carolina

(Charlotte Division)

Civil Action File No. 139

CAROLINA FREIGHT CARRIERS CORPORATION, PLAINTIFF

vs.

UNITED STATES OF AMERICA AND THE INTERSTATE COMMERCE COMMISSION, DEFENDANTS

Bill of complaint

The plaintiff, complaining of the defendants, alleges:

I

That the plaintiff is a corporation organized and existing under the laws of the State of North Carolina with its principal office and place of business in the town of Cherryville, Gaston County, North Carolina, and in the Western District of North Carolina, and as such is engaged in business as a common carrier by motor vehicle in interstate commerce.

II

That this action arises under the Act of Congress, approved August 9, 1935, and amendments thereto, and is reported in United States Code, Title 49, Sections 301 to 327, as hereinafter more fully appears.

III

That pursuant to the "grandfather" clause of Section 206 (a) of the motor carrier Act, 1935, plaintiff's predecessor, the Mauney Transfer Company, Incorporated, of Cherryville, North Carolina, filed in due form its application with the Interstate Commerce Commission requesting a certificate authorizing operation as a common carrier by motor vehicle in interstate or foreign commerce of general commodities (except commodities of unusual value, those in bulk, those requiring special equipment such as tank or refrigerator trucks, those injurious to other lading, live stock, automobiles and high explosives) between all points in South Carolina, North Carolina, Delaware, New Jersey, Connecticut, Rhode Island, Massachusetts, those in Virginia east of and

including the Shenandoah Valley, those in Maryland and
2 Pennsylvania on and east of U. S. Highway 11, and those in New York east of Binghamton and south of Albany; and between Cherryville and Boston, Mass., through Henderson, N. C., Richmond, Va., Baltimore, Md., Philadelphia, Pa., and New York, over irregular routes.

IV

That subsequently on March 8, 1937, pursuant to an order made and approved by the Interstate Commerce Commission the plaintiff herein, Carolina Freight Carriers Corporation, was substituted as applicant in lieu of Mauney Transfer Company, Incorporated, and thereafter on Oct. 28, 1938, a hearing was had before Hon. W. W. McCaslin, Examiner for the Bureau of Motor Carriers of the Interstate Commerce Commission at Charlotte, North Carolina. At this hearing no evidence was offered in opposition to the application, and upon the examiner's recommended report and order being served on the parties, exceptions were filed and thereafter on July 10, 1940, Division 5 of the Interstate Commerce Commission which has general authority over motor carrier matters, made its findings in a report and order, a copy of which is hereto annexed, marked "Exhibit A" and made a part of this paragraph of this complaint.

V

That except as expressly enumerated in said report and order, Exhibit "A" as aforesaid, the application of plaintiff was wholly denied. Plaintiff excepted to said report and asked reconsideration by the Interstate Commerce Commission. The effective date of the report and order, Exhibit "A," was extended to August 31, 1940, and subsequently extended to September 30, 1940. Plaintiff has now been notified that no relief will be granted to it from the effects of said order and report, "Exhibit A," and that the same will become final on December 5, 1940.

VI

That plaintiff has exhausted every recourse to have said order and report, "Exhibit A" reformed so as to grant to the plaintiff those transportation rights which it verily believes the evidence
3 reveals it to be entitled and fully authorized under the "grandfather" provisions of the motor carrier Act; and this action is brought to restrain, enjoin, and stay the effective date of said report and order, "Exhibit A" and permit plaintiff's cause to be reviewed by a Court of Competent Jurisdiction

to the end that said order may be reformed and plaintiff permitted to acquire the operating rights to which it is justly entitled.

VII

That plaintiff and its predecessor, Mauney Transfer Company, Incorporated, have been in the active and continuous operation of motor vehicles as common carriers of freight in interstate commerce since March 1931; and were registered under the Code of Fair Competition for the Trucking Industry on July 11, 1934. That on the effective date of the Motor Carriers Act of 1935 plaintiff's predecessor in operation owned and operated 14 pieces of equipment in its business of transporting various classes of commodities; and as plaintiff is informed and believes, such varied class and classes of property lawfully constitute what is generally known as general commodities.

VIII

That the final order of the Commission is arbitrary and capricious and based on a wrong reading of the authority which the Act of Congress, known as the Motor Carrier Act of 1935, vested in the Commission; and the recitals and findings of fact in said order, "Exhibit A" are contrary to and against the weight of the evidence offered at the hearing, for that:

(a) Plaintiff is a common carrier over irregular routes within a specified territory, and as plaintiff is informed and believes, as such, in order to furnish the services which the public demands and has the right to expect, plaintiff must hold itself out to the general public as ready, able, and willing to accept for transportation, and actually transport general commodities, or any kind of commodities, that its equipment can transport within the limits of its territory.

(b) The Motor Carrier Act of 1935 does not specify how
4 many different commodities must be considered to constitute "general commodities"; and the evidence of the Hearing Examiner shows that plaintiff undertook to transport and did transport prior to June 1, 1935, and since every commodity which it could obtain for carriage; and that plaintiff did actually transport sufficient varied classes of property to constitute general commodities.

(c) The recital in said order, "Exhibit A," that plaintiff or other common carriers over irregular routes "handle the cream of the traffic available thereon in so-called irregular routes" is not supported by any evidence or fact; and as plaintiff is informed and believes the true statement of fact is that the irregular com-

mon carrier service, such as plaintiff renders, serves a very definite public need in the transportation of low-class commodities which common carriers over regular routes refuse to transport except at a premium or much higher rate.

IX

That as plaintiff is informed and believes the Interstate Commerce Commission, through its Hearing Examiner, acted arbitrarily and capriciously in refusing to hear or consider evidence that would directly tend to show that plaintiff was entitled under the law to be given authority to transport general commodities over irregular routes within the territory described in plaintiff's application, for that:

(a) Although plaintiff and its predecessor had been in business since March 1931, the Hearing Examiner refused to hear or consider any evidence of commodities transported during the years 1931, 1932, and 1933; and only considered a small portion of shipments made during 1934; and further strenuously endeavored to have plaintiff confine its evidence of commodities transported to the short period from January 1, 1935, to June 1, 1935.

(b) Oral testimony of commodities transported was almost completely disregarded or minimized to an extreme absurdity.

(c) Documentary evidence was in some instances disregarded and not considered.

5

X

That the construction and interpretation of the Motor Vehicle Act of 1935 as made by the Interstate Commerce Commission in passing upon the application of plaintiff is unsound in principle, unwarranted by the facts, capricious, arbitrary and not in keeping with the letter or spirit of the Act, for that—

(a) The plaintiff operating over irregular routes in a given territory could not afford to and did not restrict its operations to the transportation of a few commodities between a few points.

(b) Under the existing order and contrary to the intent of Congress, the plaintiff would be driven out of business at the moment it transports no commodities which it transported prior to June 1, 1935, or no longer transported said commodities between the same points.

(c) As plaintiff is informed and believes the great number of persons, firms and corporations engaged in the business of motor transportation under the designation of common carriers over irregular routes, compose almost 75% of all common carriers by motor vehicles, and the merit of plaintiff's contentions as to the

correct principles of law effecting franchise rights in this action, likewise, materially effect every other common carrier over irregular routes.

XI

That as heretofore stated applicant and his predecessor in operation have been engaged in the business of common carriers over irregular routes since March 1931. During such time, through constant application of personal energies and business judgment together with the purpose and desire to render the best possible service to the general public, a motor transportation business has been developed, until at the present, plaintiff has 61 pieces of modern motor transportation equipment, having a valuation of at least $120,000.00. The business furnishes employment for 94 persons whose annual earnings will average the total of $127,000.00, and the annual turnover of business done by
6 plaintiff will approximate $400,000.00. That the operations of plaintiff which have developed its present efficient business organization have been lawfully performed under the existing laws, rules and regulations of the Interstate Commerce Commission and with the knowledge and consent of said Commission.

XII

That if the existing order of the Interstate Commerce Commission, "Exhibit A," relating to the "grandfather" rights of plaintiff is allowed to become effective in its present form, the plaintiff will sustain irreparable injury, loss, and damage for which it has adequate remedy, for that:

(a) The presently operated franchise of plaintiff will be so limited and restricted by the terms and conditions of said order to the commodities which may be transported and the points and places to be served, that plaintiff will have no choice but to discontinue its operation with the resultant loss of the life earnings and savings of the stockholders of plaintiff in the proximate sum of $120,000.00; and likewise deprive 94 wage earners and their families of an annual income of $127,000.00; and if, upon the final hearing of this cause plaintiff shall prevail, the business is of such nature and the competition therefor so keen, that the same may be completely lost within a short time and would be impossible to regain even over a period of years.

(b) The granting of the restraining order staying the effective date of the proposed order until the cause of the plaintiff can be reviewed by the Court will not work any hardship on the defendants or other interested parties.

Wherefore, plaintiff prays the Court:

First: For an order restraining and staying the effective date and enjoining the enforcement of the order, "Exhibit A," issued by the Interstate Commerce Commission relating to the "grandfather" rights of plaintiff to become and remain a common carrier over irregular routes in accord with its legal rights under
6a the application heretofore filed with the Interstate Commerce Commission.

Second: For judgment annulling and setting aside the existing order, "Exhibit A."

Third: For an order directing the Interstate Commerce Commission to review Plaintiff's case under a proper interpretation and construction of the Statute, and thereon issue a reformed order so as to permit the plaintiff to be granted franchise rights as a common carrier over irregular routes in accord with its just rights under the law.

Fourth: For such other and further relief as plaintiff may be entitled.

R. G. CHERRY,
R. G. Cherry,
Attorney for Plaintiff, Gastonia, North Carolina.

[*Duly sworn to by C. G. Beam; jurat omitted in printing.*]

6b *Exhibit A to bill of complaint*

Interstate Commerce Commission

No. MC–2253

CAROLINA FREIGHT CARRIERS CORPORATION COMMON CARRIER APPLICATION

Submitted September 8, 1939. Decided July 10, 1940

Applicant found entitled to continue operation as a common carrier by motor vehicle of specific commodities between specified points in South Carolina, North Carolina, Virginia, Maryland, Pennsylvania, New Jersey, New York, Connecticut, Rhode Island, and Massachusetts, because its predecessor was engaged in such operation on June 1, 1935, and it and its predecessor have been so engaged continuously since. Issuance of a certificate approved upon compliance by applicant with certain conditions, and application in all other respects denied.

Norman Block and Thaxton Richardson for applicant.

A. P. Toxey, J. D. Lawson, and R. St. Amand for protestants.

REPORT OF THE COMMISSION

Division 5, Commissioners LEE, ROGERS, and PATTERSON by Division 5:

Exceptions were filed by applicant and rail carrier protestants to the recommended order of the examiner. Our conclusions differ somewhat from those recommended.

By application filed January 24, 1936, under the "Grandfather" clause of section 206 (a) of the motor Carrier Act, 1935, Carolina Freight Carriers Corporation of Cherryville, N. C., seeks a certificate of public convenience and necessiety, authorizing operation as a common carrier by motor vehicle in interstate or foreign commerce of general commodities with certain exceptions, between all points in South Carolina, North Carolina, Delaware, New Jersey, Connecticut, Rhode Island, Massachusetts, and those in Virginia east of and including the Shenandoah Valley, those in Maryland and Pennsylvania on and east of U. S. Highway 11, and those in New York east of Binghamton and south of Albany, over irregular routes, and between Cherryville and Boston, Mass., over a regular route through Henderson, N. C., Richmond, Va., Baltimore, Md., Philadelphia, Pa., and New York, N. Y. Rail Carriers in Southern and Official Classification territories and
6c certain motor carriers operating in the territory involved opposed the application but offered no evidence.

Motor carrier operations were commenced by applicant's predecessor about 1931. At that time, it had about three trucks, which number had been increased to about six or eight on June 1, 1935, and at the time of the hearing, it had about 16 cargo-carrying units in operation. Present applicant was incorporated in March 1937, the exact date does not appear of record, and has conducted the operation since that time. Reference hereinafter to applicant will mean applicant's predecessor until March, 1937, and the present applicant thereafter.

Application was registered under the code of fair competition for the trucking industry on July 11, 1934. The certificate of registration, signed by applicant's general manager, was submitted in evidence. It contains statements to the effect that 60 percent of applicant's operations were those of a contract carrier and 40 percent of its operations were those of a "anywhere for hire carrier"; that 90 percent of its traffic consisted of textile products and 10 percent consisted of "rough freight"; and that operations were conducted in North Carolina, Virginia, Maryland, Pennsylvania, New Jersey, New York, and the District of Columbia. Operations are said to have been conducted approximately to the same extent since that time. It was explained that "rough freight" meant all freight other than textile products. It does

not appear that applicant's operations were performed for the public generally. In view thereof, it is clear that applicants' operations were, and are, those of a common carrier. All operations have been conducted on a "call and demand" basis over irregular routes.

An exhibit comprising a list of shipments handled during the period from 1934 to 1936, inclusive, and also a few shipments handled during 1937, was submitted in evidence to show the scope of applicant's operations. This list, it is asserted, is incomplete because all records of shipments handled during that period had not been preserved. It is supplemented by the testimony of applicant's employees and by shipper witnesses. The evidence
6d clearly establishes that practically all of applicants' northbound operations prior to June 1, 1935 consisted of the transportation of cotton yarn from Clover, S. C., and points in North Carolina within 75 miles of Cherryville to Baltimore, Elk Mills, and Hagerstown, Md., Wilmington, Del., points in Pennsylvania on and east of U. S. Highway 11, points in Middlesex, Union, Essex, Hudson, Passaic, Bergen, Somerset, and Morris Counties, N. J., New York, Newburgh, and Clark Mills, N. Y., and to about ten points in Massachusetts and five points each in Rhode Island and Connecticut. A few shipments of other commodities including tires and tubes, asbestos textile products, spools, and empty boxes, were also transported northbound. Prior to June 1, 1935, the evidence shows that southbound shipments consisted of a variety of commodities destined to a few points in Virginia and South Carolina and to points scattered throughout North Carolina.

Applicant also submitted an exhibit compiled from freight bills covering shipments transported during the period from January 1, 1937, up to the time of the hearing, showing origin and destination points and the Commodities handled. Although, it is claimed that this list of shipments does not show all traffic handled during the period it covers, it is said to be representative of the operation conducted during that period. This exhibit was submitted to show the scope of the operation as conducted after June 1, 1935. The exhibit will be considered as showing the extent of applicant's operation after June 1, 1935, except insofar as it is clearly supplemented by specific testimony.

Of approximately 430 shipments shown to have been handled during 1937 and 1938, 260 consisted of cotton yarn and 5 of asbestos yarn moving from North Carolina to northern destinations and 85 consisted of commodities not shown to have been handled prior to June 1, 1935. Of the 80 remaining shipments, approximately 65 consisted of petroleum products in containers, linoleum, canned

goods, beer and ale, and roofing materials moving from northern points to certain points in North Carolina and South Carolina.

The remaining shipments consisted of various commodities
7 moving between points which were not served prior to June 1, 1935, or which have been handled infrequently.

Considering all the evidence, the commodities shown to have been handled with a degree of regularity both prior to and since June 1, 1935, are cotton yarn, petroleum products, linoleum, canned goods, beer, ale, roofing, screen wire, asbestos textile products, materials used in the manufacture of asbestos textile products, and empty spools and boxes.

Although the evidence shows that most of the shipments of cotton yarn handled by applicant moved principally from Cherryville, Marion, Gastonia, Taylorsville, Lincolnton, Stanley, Maiden, Salisbury, and Belmont, N. C., and Clover, S. C., the record establishes that applicant held itself out to transport this commodity from all points in a territory in North Carolina comprising the counties of Gaston, Lincoln, Cleveland, Rutherford, McDowell, Burke, Catawba, Alexander, Iredell, Rowan, Davidson, and Davie, and actually conducted an operation consistent with such holding out. Since prior to June 1, 1935, these shipments of yarn are shown to have moved with a fair degree of regularity to Hagerstown, New York, Providence and Pawtucket, R. I., to points in that part of Pennsylvania on and east of U. S. Highway 11, and points in New Jersey in Middlesex, Union, Essex, Hudson, Bergen, Somerset, and Morris Counties.

The traffic manager for an asbestos textile company at Charlotte, N. C., testified that prior to and since June 1, 1935, applicant has transported its products from Charlotte, N. C., to points in northern States and supplies on return trips. Although this witness stated that his Company required service to all points in a number of States, the only points shown to have been served in the transportation of its products, from Charlotte, are Philadelphia, and North Wales, Pa., Trenton, N. J., Newark, Passaic, and Paterson, N. J., and New York, Middleton, Conn., Providence and Pawtucket, R. I., and Boston and Hudson, Mass.; supplies from Harrison and Perth Amboy, N. J., to Charlotte, and empty spools and boxes in the reverse direction.

Petroleum products in containers where transported from Sewarren, N. J., and Marcus Hook, Pa., to Columbia and Greenville, S. C., and to points throughout North Carolina; lino-
8 leum from Paulsboro, N. J., Marcus Hook, and East Walpole, Mass., to points in North Carolina and to Spartanburg and Greenville, S. C.; canned goods from Baltimore, Md., to Shelby, N. C.; beer and ale from Newark, N. J., to Gastonia and Wades-

boro, N. C.; and roofing and screen wire from York, Pa., to points in North Carolina.

On exceptions, applicant contends that prior to June 1, 1935, and continuously since, it has held itself out to transport general commodities throughout the territory covered by the application. This is contradicted to some extent by the testimony of predecessor's general manager, who testified that no business was solicited north of New York and only occasional loads were handled there. Furthermore, we have frequently stated that authority to transport general commodities throughout a wide territory, over irregular and unspecified routes pursuant to the "grandfather" clauses of the act, should be granted to a carrier only when such carrier's right thereto has been proved by substantial evidence. To do otherwise would create the very ills which regulation is designed to alleviate, namely, congestion of highways, destructive rate practices and unbridled competition. Common carriers which are expected to maintain regular service for the movement of freight in whatever quantity offered, to and from all points on a specified route, cannot operate economically and efficiently if other carriers are permitted to invade such routes for the sole purpose of handling the cream of the traffic available thereon in so called irregular route service. Considering all the evidence, it is clear that no substantial showing of service has been made to establish bona fide irregular route operations in the transportation of general commodities from and to all points in the States included in the application.

Applicant also contends that a carrier who has filed an application under the "Grandfather" clause of section 206 (a) of the act may not be restricted to the transportation of the commodities carried on June 1, 1935. Section 203 (a) (14) of the act contemplates that a common carrier may transport only a "class or classes of property" and we have found in numerous cases,

9 that the authority issued under the "grandfather" clauses of section 206 (a) and 209 (a) of the act should reflect any limitation in the undertaking of common or contract carriers as indicated by the service actually rendered on and since the statutory dates.

We find that applicants predecessor in interest was on June 1, 1935, and continuously since it and its predecessor have been in bona fide operation as a common carrier by motor vehicle, in interstate or foreign commerce, of (1) cotton yarn from all points in Gaston, Lincoln, Cleveland, Rutherford, McDowell, Burke, Catawba, Alexander, Iredell, Rowan, Davidson, and Davie Counties, N. C., to Hagerstown, Md., New York, N. Y., Pawtucket, and Providence, R. I., to all points in Pennsylvania on and east of U. S. Highway 11, and to points in Middlesex, Union, Essex,

Hudson, Passaic, Bergen, Somerset, and Morris Counties, N. J.; (2) asbestos textile products from Charlotte, N. C., to Philadelphia and North Wales, Pa., Trenton, Newark, Passaic, and Paterson, N. J., New York, N. Y., Middletown, Conn., Providence and Pawtucket, R. I., and Boston and Hudson, Mass.; (3) supplies and materials used in the manufacture of asbestos textile products from Harrison and Perth Amboy, N. J., to Charlotte, N. C., and empty spools and boxes in the reverse direction; (4) petroleum products in containers from Sewarren, N. J., and Marcus Hook, Penn., to Columbia and Greenville, S. C., and to all points in North Carolina; (5) linoleum from Paulsboro, N. J., Marcus Hook, Pennsylvania, and East Walpole, Mass., to points in North Carolina and to Spartansburg and Greenville, S. C.; (6) canned goods from Baltimore, Md., to Shelby, N. C.; (7) beer and ale from Newark, N. J., to Gastonia and Wadesboro, North Carolina; and (8) roofing and screen wire from York, Pennsylvania, to all points in North Carolina; all over irregular routes; that applicant is entitled to a certificate authorizing continuation of such operation; and that the application in all other respects should be denied.

10 Upon compliance by applicant with the requirements of sections 215 and 217 of the act and our rules and regulations thereunder, an appropriate certificate will be issued. An order will be entered denying the application except to the extent granted by our findings herein.

11 *Order*

At a Session of the INTERSTATE COMMERCE COMMISSION, Division 5, held at its office in Washington, D. C., on the 10th day of July, A. D. 1940.

No. MC–2253

CAROLINA FREIGHT CARRIERS CORPORATION COMMON CARRIER APPLICATION

Investigation of the matters and things involved in this proceeding having been made, and said division, on the date hereof, having made and filed a report herein containing its findings of fact and conclusions thereon, which report is hereby made a part hereof:

It is ordered that said application, except to the extent a certificate is granted by the findings in said report, be, and it is hereby, denied, effective August 31, 1940.

By the Commission, division 5.

[SEAL] W. P. BARTEL, *Secretary.*

12 In United States District Court

[Title omitted.]

Order convening three-judge court

In the above entitled case brought to enjoin the enforcement of an order of the Interstate Commerce Commission, plaintiffs having applied for an interlocutory injunction, I hereby call to my assistance Honorable John J. Parker, Honorable Armistead M. Dobie, United States Circuit Judges for the Fourth Judicial Circuit, to sit with me as a Court of three judges for the hearing of said case.

Done at Charlotte, North Carolina, this the 8th day of January 1941.

E. Y. Webb,
U. S. District Judge for the
Western District of North Carolina.

13 In United States District Court

[Title omitted.]

Order as to hearing, etc.

This cause coming on to be heard before Honorable John J. Parker, United States Circuit Court Judge, Honorable Armistead M. Dobie, United States Circuit Court Judge, and Honorable E. Y. Webb, United States District Court Judge, at Charlotte, North Carolina, at 10 o'clock A. M. on January 8, 1941, and being heard, it was stipulated and agreed by and between all parties in open court that the hearing today on the motion of plaintiff for an interlocutory injunction shall also at this time be and constitute a final hearing of this cause, and it is ordered that defendant, United States of America be allowed ten days in which to file answer.

At the conclusion of the hearing it is further ordered and adjudged by the Court that during the pendency of this action, and until the final decision by the Court upon matters in controversy, the plaintiff be, and it is hereby granted an interlocutory injunction against the defendants, and to that end the defendants, and each of them, their officers, agents and employees, be and they are hereby restrained and enjoined from enforcing the final order issued by the Interstate Commerce Commission upon the application for Grandfather rights by plaintiff upon Docket No. MC-2253, as described in plaintiff's complaint, or in any

manner interfering with the continued operation of plaintiff as a motor carrier.

It is further ordered that the plaintiff shall have thirty days in which to file certified transcript of the evidence offered at the hearing and brief on its part, and that the intervener allowed
14 at this hearing also is authorized to file brief at any time within thirty days and that the defendants shall have twenty days thereafter in which to file their briefs or counter-briefs, and that plaintiff shall have ten days thereafter in which to file a reply to the briefs of defendants.

This cause retained for further orders by the Court.

JOHN J. PARKER,
United States Circuit Judge.
ARMISTEAD M. DOBIE,
United States Circuit Judge.
E. Y. WEBB,
United States District Judge.

15 In United States District Court

[Title omitted.]

Answer of Interstate Commerce Commission

The Interstate Commerce Commission, hereinafter called the Commission, one of the defendants in the above-named suit, for answer to the complaint filed herein, says:

I

Answering paragraphs I, II, and III of the complaint, the Commission, for the purposes of this suit, admits that the allegations therein contained are true.

II

Answering paragraph IV, V, and VI of the complaint, the Commission alleges and says that on or about March 8, 1937, the plaintiff, Carolina Freight Carriers Corporation, by order of the Commission was substituted as applicant in lieu
16 of the Mauney Transfer Company, Inc., in the "grandfather" application referred to in paragraph III of the complaint; that upon said application the Commission instituted a proceeding designated No. MC 2253, Carolina Freight Carriers Corporation Common Carrier Application; that divers protests were filed wherein the granting of said application was objected

to; that on or about October 28, 1938, a hearing was held before a Commission examiner for the purpose of the receipt of evidence and the presentation of a recommended report; that at said hearing all parties, including the plaintiff, were afforded a full hearing; that at said hearing the protestants called no witnesses, but there was evidence in opposition to the granting of the application developed in the testimony of witnesses called by the applicant; that at said hearing a large volume of testimony and other evidence was received, including evidence adduced by and on behalf of the plaintiff; that thereupon a recommended report and an order were prepared by the examiner and served upon all parties in the proceeding, to which recommended report exceptions were filed by the applicant and also by the protestants; that thereafter, on July 10, 1940, the Commission, acting through its Division 5, made its report and order, true copies of which are attached to the complaint herein as Exhibit A, said report being officially reported in 24 Motor Carrier Cases (M. C. C.), beginning at page 305; that in and by said report and order the applicant was found to be entitled to a "grandfather" certificate authorizing continuance of

17 transportation by it as a common carrier by motor vehicle in interstate or foreign commerce: (1) of cotton yarn from all points in Gaston, Lincoln, Cleveland, Rutherford, McDowell, Burke, Catawba, Alexander, Iredell, Rowan, Davidson, and Davie Counties, N. C., to Hagerstown, Md., New York, N. Y., Pawtucket and Providence, R. I., all points in Pennsylvania on and east of U. S. Highway 11, and points in Middlesex, Union, Essex, Hudson, Passaic, Bergen, Somerset, and Morris Counties, N. J., (2) of asbestos textile products from Charlotte, N. C., to Philadelphia and North Wales, Pa., Trenton, Newark, Passaic, and Paterson, N. J., New York, N. Y., Middletown, Conn., Providence and Pawtucket, R. I., and Boston and Hudson, Mass., (3) of supplies and materials used in the manufacture of asbestos textile products from Harrison and Perth Amboy, N. J., to Charlotte, N. C., and empty spools and boxes in the reverse direction, (4) of petroleum products in containers from Sewaren, N. J., and Marcus Hook, Pa., to Columbia and Greenville, S. C., and to all points in North Carolina, (5) of linoleum from Paulsboro, N. J., Marcus Hook, Pa., and East Walpole, Mass., to points in North Carolina and to Spartanburg and Greenville, S. C., (6) of canned goods from Baltimore, Md., to Shelby, N. C., (7) of beer and ale from Newark, N. J., to Gastonia and Wadesboro, N. C., and (8) of roofing and screen wire from York, Pa., to all points in North Carolina, all over irregular routes; that in and by said report and order the Commission denied plaintiff's application in all other respects; that the order of the Commission was originally made effective

August 31, 1940, but that by successive subsequent orders the Commission extended the effective date of its said report and order to December 5, 1940.

18 The Commission further alleges that the findings and conclusions stated in said report were and are, and that each of them was and is, fully supported and justified by the evidence submitted in said proceeding; that said order was not made or entered either arbitrarily or unjustly or contrary to the relevant evidence or without evidence to support it; that in making said order the Commission did not misconstrue the law or exceed the authority duly conferred upon it.

That subsequent to the issuance of said report and order of July 10, 1940, by Division 5 of the Commission, the plaintiff, on or about September 12, 1940, filed its petition for reconsideration and for an indefinite postponement of the effective date of the order; that on November 4, 1940, the full Commission, after due consideration of said motion denied the same.

III

Answering paragraphs VII, VIII, IX, X, XI, and XII of the complaint, the Commission denies the allegations therein contained.

Especially answering paragraph IX of the complaint, the Commission denies that its examiner acted arbitrarily or capriciously in the admission of evidence at the hearing before him or in any other respect, and the Commission alleges and shows that at no time prior to the issuance of its report and order of July 10, 1940, was any complaint or objection made to it concerning the conduct or rulings of the examiner.

19 IV

Except as herein expressly admitted the Commission denies the truth of each of and all the allegations contained in the complaint, especially in so far as they conflict either with the allegations herein contained or with the allegations or conclusions of fact contained in said report and order of July 10, 1940.

Wherefore the Commission prays that said complaint be dismissed.

INTERSTATE COMMERCE COMMISSION,
By NELSON THOMAS, *Attorney.*

DANIEL W. KNOWLTON,
Chief Counsel,
Of Counsel.

425576—41——2

20 [*Duly sworn to by John L. Rogers; jurat omitted in printing.*]

21 In United States District Court

[Title omitted.]

Answer of the United States of America

The defendant, United States of America:

1. Admits the allegations of paragraphs I, II, and III.

2. Denies the allegations of paragraphs VII, VIII, IX, X, XI, and XII.

3. Admits the allegations of paragraphs IV, V, and VI to the extent that they are consistent with the statements of the proceedings contained in the Commission's report of July 10, 1940, and denies those which are inconsistent therewith.

4. Admits all other allegations which are consistent with the findings of the Commission contained in its report or with the evidence of record before the Commission, and denies those which are inconsistent therewith; and is without knowledge or information sufficient to form a belief as to the truth of all other allegations of the complaint.

FRANK COLEMAN,
Special Assistant to the Attorney General,
Department of Justice, Washington, D. C.,
Counsel for the United States.
THURMAN ARNOLD,
Assistant Attorney General.
THERON L. CAUDLE, Esq.,
United States Attorney.

22 I certify that a true copy of the foregoing Answer of the United States of America was this day mailed to the following persons:

R. G. CHERRY, Esq.,
Post Office Box 947, Gastonia, North Carolina,
Counsel for Plaintiff.
NELSON THOMAS, Esq.,
Washington, D. C.,
Counsel for Interstate Commerce Commission.
FRANK COLEMAN,
Special Assistant to the Attorney General,
Department of Justice, Washington, D. C.,
Counsel for the United States.

JANUARY 9, 1941.

23 In United States District Court

[Title omitted.]

Findings of fact and conclusions of law

(Requested by Defendants United States and Interstate Commerce Commission)

In the above-entitled cause the Court makes the following findings of fact:

FINDINGS OF FACT

1. Plaintiff, Carolina Freight Carriers Corporation, is a corporation organized and existing under the laws of the State of North Carolina, with its principal office and place of business in the Town of Cherryville, Gaston County, N. C., in the Western Judicial District of North Carolina.

It has filed this suit under the Act of Congress approved August 9, 1935, and amendments thereto and the Urgent Deficiencies Act of October 22, 1913, to set aside an order of the Interstate Commerce Commission as hereinafter described, denying the application of the plaintiff for a certificate authorizing certain operations as a common carrier by motor vehicle and

24 for a further order directing the Interstate Commerce Commission to review plaintiff's application and to issue thereon an order so worded as to authorize motor carrier operations by plaintiff as prayed in its bill of complaint.

2. That plaintiff's predecessor, Mauney Transfer Company, Inc., on or about 1936, filed with the Commission an application under the "grandfather" clause of Section 206 (a) of the Motor Carrier Act, 1935, for a certificate of public convenience and necessity authorizing operation as a common carrier by motor vehicle in interstate or foreign commerce of general commodities, with certain exceptions, between all points in South Carolina, North Carolina, Delaware, New Jersey, Connecticut, Rhode Island, and Massachusetts, and those in Virginia east of and including the Shenandoah Valley, those in Maryland and Pennsylvania on and east of U. S. Highway 11, and those in New York east of Binghamton and South of Albany over irregular routes, and between Cherryville and Boston, Mass., over a regular route through North Carolina, Richmond, Va., Baltimore, Md., Philadelphia, Pa., and New York, N. Y. That subsequently the plaintiff acquired the rights of said Mauney Transfer Co., Inc., if any, sought in and by said application and was by the Commission duly substituted as applicant in lieu and stead of said Mauney Transfer Company.

3. That certain rail carriers and motor carriers operating in and through the territory involved intervened in the Commission proceeding and filed their protests opposing the application.

4. That said application and the protests thereto were desig-
nated by the Commission as proceeding No. MC-2253,
25 Carolina Freight Carriers Corporation Common Carrier
Application, and said proceeding was set down for hearing before a Commission examiner, at which hearing the plaintiff, as applicant, called witnesses and introduced evidence in support of its application. Protestant rail and motor carriers also appeared and cross-examined the applicant's witnesses.

5. That in due time the examiner prepared and presented to the Commission his proposed report, which was duly served upon all parties to the proceeding, including the plaintiff-applicant, and both plaintiff and protestants filed their exceptions to said proposed report. The applicant and the protestants also filed their written and printed briefs with the Commission.

6. Whereupon the Commission, on July 10, 1940, made its report and order (reported 24 M. C. C. 305), which differed in some respects from the report and order recommended by the examiner. Said report and order, a copy of which is attached as Exhibit A to the complaint herein, grants in part and in part denies plaintiff's application.

7. That before the Commission the applicant contended that continuously since prior to June 1, 1936, it had held itself out to transport general commodities throughout all the territory covered by the application and that it became thereby entitled to a certificate as prayed in its application. The Commission in its report held that authority to transport general commodities throughout a wide territory over irregular and unspecified routes pursuant to the "grandfather" clauses of the Motor Carrier Act
of 1935 should be granted to a carrier only when such car-
26 rier's right thereto had been proved by substantial evidence,
and that the applicant had made no substantial showing of service to establish bona fide irregular-route operations in the transportation of general commodities from and to all points in the states included in the application.

8. That before the Commission the applicant contended that a carrier who had filed an application under the "grandfather" clause of Section 206 (a) of the Motor Carrier Act of 1935 could not be restricted in the "grandfather" certificate issued by the Commission to the transportation of the commodities carried on June 1, 1935. The Commission in its report (p. 309) held that Section 203 (a) (14) of said Act contemplates that a common carrier may transport a "class or classes of property" and that the

authority issued under the "grandfather" clauses of Sections 206 (a) and 209 (a) of the Act should reflect any limitation in the undertaking of common or contract carriers as indicated by the service actually rendered on and since the statutory dates.

9. A certified copy of all the evidence before the Commission has been introduced in evidence herein, and considering the same under the construction of the law above stated, the Commission has concluded that all operations of the plaintiff and its predecessor have been conducted on a "call on demand" basis over irregular routes; that practically all the applicant's north-bound operations prior to June 1, 1935, consisted of the transportation of cotton yarn from Clover, S. C., and points in North Carolina within 75 miles of Cherryville, to Baltimore, Elk Mills, and Hagerstown, Md., Wilmington, Del., points in Pennsylvania on and east of U. S. Highway 11, points in Middlesex, Union, Essex, Hudson, Passaic, Bergen, Somerset, and Morris Counties,
27 New Jersey, New York, Newburgh, and Clark Mills, N. Y., and about ten points in Massachusetts and five points each in Rhode Island and Connecticut; that a few shipments of other commodities, including tires and tubes, asbestos textile products, spools and empty boxes were also transported northbound; that prior to June 1, 1935, southbound shipments consisted of a variety of commodities destined to a few points in Virginia and South Carolina and to scattered points throughout North Carolina; that of approximately 430 shipments shown to have been handled during 1937 and 1938, 260 consisted of cotton yarn and 5 of asbestos yarn moving from North Carolina to northern destinations and 85 consisted of commodities not shown to have been handled prior to June 1, 1935; that of the 80 remaining shipments, approximately 65 consisted of petroleum products in containers, linoleum, canned goods, beer and ale, and roofing materials moving from northern points to certain points in North Carolina and South Carolina; that the remaining shipments consisted of various commodities moving between points which were not served prior to June 1, 1935, or which have been handled infrequently; that on the basis of all the evidence, the commodities shown to have been handled with a degree of regularity both prior to and since June 1, 1935, are cotton yarn, petroleum products, linoleum, canned goods, beer, ale, roofing, screen wire, asbestos textile products, materials used in the manufacture of asbestos textile products, and empty spools and boxes; that applicant held itself out to transport cotton yarn from all points in a territory in North Carolina comprising the counties of Gaston, Lincoln, Cleveland, Rutherford, McDowell, Burke, Catawba, Alexander, Iredell, Rowan, Davidson, and Davie, and actu-
28 ally conducted an operation consistent with such holding out,

although said shipments moved principally from Cherryville, Marion, Gastonia, Taylorsville, Lincolnton, Stanley, Maiden, Salisbury, and Belmont, N. C., and Clover, S. C.; that the only points served in the transportation of asbestos textile products from Charlotte, N. C., were to Philadelphia and North Wales, Pa., Trenton, Newark, Passaic, and Paterson, N. J., New York, Middletown, Conn., Providence and Pawtucket, and Boston and Hudson, Mass., with supplies being carried from Harrison and Perth Amboy, N. J., to Charlotte, and empty spools and boxes in the reverse direction; that petroleum products in containers were transported from Sewaren, N. J., and Marcus Hook, Pa., to Columbia and Greenville, S. C., and to points throughout North Carolina; that also transported were linoleum from Paulsboro, N. J., Marcus Hook, and East Walpole, Mass., to points in North Carolina and to Spartanburg and Greenville, S. C., canned goods from Baltimore, Md., to Shelby, N. C., beer and ale from Newark, N. J., to Gastonia and Wadesboro, N. C., and roofing and screen wire from York, Pa., to points in North Carolina.

10. In conclusion the Commission found (p. 309) that the applicant's predecessor in interest was on June 1, 1935, and continuously since it and its predecessor have been in bona fide operation as a common carrier by motor vehicle in interstate or foreign commerce (1) of cotton yarn from all points in Gaston, Lincoln, Cleveland, Rutherford, McDowell, Burke, Catawba, Alexander, Iredell, Rowan, Davidson, and Davie Counties, N. C., to Hagerstown, Md., New York, N. Y., Pawtucket and Providence, R. I., all points in Pennsylvania on and east of U. S. Highway 11, and points in Middlesex, Union, Essex, Hudson, Passaic, Bergen,
29 Somerset, and Morris Counties, N. J., (2) of asbestos textile products from Charlotte, N. C., to Philadelphia and North Wales, Pa., Trenton, Newark, Passaic, and Paterson, N. J., New York, N. Y., Middletown, Conn., Providence and Pawtucket, R. I., and Boston and Hudson, Mass., (3) of supplies and materials used in the manufacture of asbestos textile products from Harrison and Perth Amboy, N. J., to Charlotte, N. C., and empty spools and boxes in the reverse direction, (4) of petroleum products in containers from Sewaren, N. J., and Marcus Hook, Pa., to Columbia and Greenville, S. C., and to all points in North Carolina, (5) of linoleum from Paulsboro, N. J., Marcus Hook, Pa., and East Walpole, Mass., to points in North Carolina and to Spartanburg and Greenville, S. C., (6) of canned goods from Baltimore, Md., to Shelby, N. C., (7) of beer and ale from Newark, N. J., to Gastonia and Wadesboro, N. C., and (8) of roofing and screen wire from York, Pa., to all points in North Carolina, all over irregular routes; that applicant is entitled to

a certificate authorizing continuation of such operation; and that the application in all other respects should be denied.

11. That the applicant has duly applied to the Commission for a reconsideration, and the Commission has denied the same.

CONCLUSIONS OF LAW

The Court makes the following conclusions of law:

1. The Commission's report and order of July 10, 1940, and its denial of the plaintiff's application for a "grandfather" certificate permitting operation as prayed in its application to the Commission and in its complaint herein were justified and constitute a valid exercise of the Commission's powers under the Motor Carrier Act of 1935.

30 2. The findings set forth in the Commission's report considered as a whole, are sufficient in law to sustain and justify the order made by the Commission denying plaintiff's application to the extent stated in said report and order.

3. The action of the Commission upon plaintiff's application was a valid exercise of the Commission's legal powers and was warranted by the facts and circumstances shown in the Commission record.

4. The construction of the law applied by the Commission in its report and order was and is correct and in accordance with the law.

5. There was in the Commission record substantial evidence to sustain the findings of the report and the order of the Commission.

6. The relief which plaintiff prays should be denied and its suit dismissed for want of equity.

_____,
United States Circuit Judge.

_____,
United States District Judge.

_____,
United States District Judge.

31 In the District Court of the United States for the Western District of North Carolina

CAROLINA FREIGHT CARRIERS CORPORATION, PLAINTIFF

vs.

UNITED STATES OF AMERICA AND THE INTERSTATE COMMERCE COMMISSION, DEFENDANTS

Findings of fact and conclusions of law.

Findings of fact

The Court makes the following findings of fact:

1. That plaintiff is a corporation organized and existing under the laws of the State of North Carolina and as such is engaged as a common carrier by motor vehicle in interstate commerce.

2. That a plaintiff is the successor of the Mauney Transfer Company, a corporation created and existing under the laws of North Carolina, which was engaged as a common carrier by motor vehicle in interstate commerce on and for some time prior to June 1, 1935.

3. That, on January 24, 1936, the Mauney Transfer Company filed in due form its application with the Interstate Commerce Commission, under the "grandfather" clause of section 206 (a) of the Motor Carrier Act of 1935, requesting a certificate authorizing operation as a common carrier by motor vehicle in interstate or foreign commerce of general commodities (except commodities of unusual value, those in bulk, those requiring special equipment such as tank or refrigerator trucks, those injurious to other lading, live stock, automobiles and high explosives) between all points in South Carolina, North Carolina Delaware, New Jersey, Connecti-
32 cut, Rhode Island, Massachusetts, those in Virginia east of and including the Shenandoah Valley, those in Maryland and Pennsylvania on and east of U. S. Highway 11, and those in New York east of Binghamton and south of Albany; and between Cherryville and Boston, Mass., through Henderson, N. C., Richmond Va., Baltimore, Md., Philadelphia, Pa., and New York, N. Y., over irregular routes.

4. That plaintiff, with its predecessor, the Mauney Transfer Company, has been operating as a common carrier of freight in interstate commerce by irregular routes since 1931 in a territory which may be roughly described as lying along the Atlantic Seaboard between New York and New England on the north and the Carolinas on the south; that plaintiff and its predecessor have been holding themselves out as a common carrier in this territory and accepting for transportation all such commodities as they

could obtain to transport, other than those for which special equipment was required; that, as they have been operating in the heart of the textile center of the Carolinas, a large part of their north bound traffic has consisted of textile products of various kinds, although they have transported northward asbestos products, rubber tires and various other commodities; that their south bound traffic has consisted of whatever they could pick up by their own efforts or through the solicitation of freight brokers with whom they did business; that among the articles transported by the Mauney Transfer Company prior to June 1, 1935, were cotton yarn, yarn tubing, warp beams, cones, skeins, cotton bed-spreads, petroleum products, canned goods, medicine, batteries, linoleum rugs, paper, brazil nuts, rayon, machinery, roofing, wire, nails, screen cloth, enamelware, electrical supplies, plumbing supplies, tires, asbestos products, cocoa, general hardware, chemicals, beer, paper containers, cotton fabric, spools, empty barrels, and boxes,
33 and cotton piece goods; and that the business done by plaintiff and its predecessor in the territory in which they have operated has been of a substantial character, both before and since June 1, 1935.

5. That plaintiff and its predecessor have never limited themselves in their holding out as common carriers to the specific commodities which they have received for transportation, but have solicited business as carriers of general package freight, other than the specialties requiring special equipment; and that the business carried on by them since June 1, 1935, has been of the same character as that carried on by them prior to that date.

6. That the Interstate Commerce Commission granted to plaintiff a certificate limiting the right to operate as a common carrier to the carrying of specific commodities shown to have been handled "with a degree of regularity both prior to and since June 1, 1935," and these only to the specific points served both prior to and since June 1, 1935, in the carrying of these commodities, its decision being reported in 24 M. C. C. 305 and by reference made a part of this paragraph.

7. That the effect of the limitation contained in the certificate granted plaintiff will be to forbid operation by plaintiff, as plaintiff cannot profitably operate as a common carrier if limited to the points and commodities embraced in the certificate as granted; and that in view of the holding out by plaintiff and its predecessor in interest and the substantial character of the business done by them as haulers of general package freight, the limitations contained in the order of the Commission constitute unreasonable limitations upon the right of plaintiff to do business under the "grandfather" clause of the statute.

34 *Conclusions of law*

And the Court sets forth the following as its conclusions of law:

1. That the limitation of the certificate granted plaintiff to commodities carried and points served prior to and since June 1, 1935, is not warranted by the statute and same constitutes error of law invalidating the order of the Commission.

2. That the finding of the Commission that the transportation service of plaintiff as a common carrier of commodities in the territory served prior to and since June 1, 1935, was limited to commodities carried and points served prior to and since said date, ignores the common law duty of a common carrier and the essential character of his holding out and is so arbitrary and unreasonable as to transcend the Commission's power.

3. That in limiting the certificate to specific commodities carried and points served on the theory that irregular common carriers should be so limited for the protection of common carriers operating on regular routes, the Commission proceeded upon an erroneous theory of law and transcended the powers vested in it by Congress.

4. That the order of the Commission should be set aside and the cause should be remanded to the Commission to the end that it may pass upon plaintiff's application for a certificate in the light of the principles set forth in the opinion herein.

Sgd. JOHN J. PARKER,
United States Circuit Judge, Fourth Circuit.
Sgd. ARMISTEAD M. DOBIE,
United States Circuit Judge, Fourth Circuit.
Sgd. E. Y. WEBB,
United States District Judge,
Western District of North Carolina.

35 In District Court of the United States for the Western District of North Carolina

CAROLINA FREIGHT CARRIERS CORPORATION, PLAINTIFF

vs.

UNITED STATES OF AMERICA AND THE INTERSTATE COMMERCE COMMISSION, DEFENDANTS

On Application to Set Aside an Order of the Interstate Commerce Commission

(Argued January 8, 1941. Decided)

Before PARKER and DOBIE, Circuit Judges, and WEBB, District Judge.

Wilmer A. Hill and R. G. Cherry for plaintiff; Frank Coleman, Special Assistant to the Attorney General, Theron L. Caudle, U. S. Attorney, Nelson Thomas, Attorney for Interstate Commerce Commission (Thurman Arnold, Assistant Attorney General, and Daniel W. Knowlton, Chief Counsel, Interstate Commerce Commission, of counsel) for defendants; and Harry F. Gillis, Nuel D. Belnap and Robert N. Burchmore, for the Irregular Common Carriers Association of America, Amicus Curiae.

I concur.

(Sgd.) JOHN J. PARKER,
U. S. Circuit Judge.

I concur.

(Sgd.) A. M. DOBIE,
U. S. Circuit Judge.

I concur.

(Sgd.) E. Y. WEBB,
U. S. District Judge.

36 *Opinion*

PARKER, Circuit Judge:

This is a suit under 28 U. S. C. A. 41 (28) to enjoin and set aside an order of the Interstate Commerce Commission made upon an application for a certificate of public convenience and necessity under the "grandfather" clause of section 206 (a) of the Motor Carrier Act of 1935, 49 U. S. C. A. 306 (a). See 24 M. C. C. 305. Interlocutory injunction has been applied for and a special statutory court of three judges has been convened pursuant to section 47 of Title 28 of the United States Code. At the hearing upon the application for interlocutory injunction, the evidence heard before the Commission has been introduced and the case has been submitted for final decree.

Plaintiff with its predecessor Mauney Transfer Company, Inc., has been operating as a common carrier of freight by irregular routes since 1931. The evidence, which is uncontradicted, shows beyond question that it was holding itself out as a common carrier and accepting for transportation all such commodities as it could obtain, other than those for which special equipment was required. As it was operating in the heart of the textile center of the Carolinas, a large part of its north-bound traffic consisted of textile products of various kinds, although the evidence shows that it also obtained for transportation and transported northward asbestos products, rubber tires and various other commodities. Its south-bound traffic consisted of whatever it could pick up by its own efforts or through the solicitation of freight brokers with whom it did business. The Commission found "that prior to June 1,

1935, south-bound shipments consisted of a variety of commodities destined to a few points in Virginia and South Carolina and to points scattered throughout North Carolina." An examination of the record shows that among the articles transported prior to June 1, 1935, were cotton yarn, yarn tubing, warp, beams, cones, skeins, cotton bed-spreads, petroleum products, canned
37 goods, medicine, batteries, linoleum rugs, paper, brazil nuts, rayon, machinery, roofing, wire, nails, screen cloth, enamelware, electrical supplies, plumbing supplies, tires, asbestos products, cocoa, general hardware, chemicals, beer, paper containers, cotton fabric, spools, empty barrels and boxes, and cotton piece goods. The territory over which the operations of plaintiff were conducted was, roughly speaking, the territory lying along the Atlantic Seaboard between the Carolinas and New York and New England. On June 1, 1935, plaintiff or its predecessor in interest, was operating six or eight trucks within this territory.

By application filed January 24, 1936, the Mauney Transfer Company, predecessor of plaintiff, sought under the "grandfather" clause of section 206 (a) of the Motor Carrier Act a certificate of public convenience and necessity, authorizing operation as a common carrier by motor vehicle, in interstate or foreign commerce, of general commodities (excepting commodities of unusual value, those in bulk, those requiring special equipment, etc.) between all points in South Carolina, North Carolina, Delaware, New Jersey, Connecticut, Rhode Island, and Massachusetts, and those in Virginia east of and including the Shenandoah Valley, those in Maryland and Pennsylvania on and east of U. S. Highway 11, and those in New York east of Binghampton and south of Albany, over irregular routes, and between Cherryville and Boston, Mass., over a regular route through Henderson, N. C., Richmond, Va., Baltimore, Md., Philadelphia, Pa., and New York, N. Y.

The Commission granted a certificate to plaintiff but limited it both as to points of operation and commodities, allowing operation only with respect to commodities shown to have been transported by plaintiff prior to June 1, 1935, and only between the points where the transportation of such commodities between the same points was shown subsequent to June 1, 1935. The basis of this decision of the Commission was set forth in its report as follows:

38 "We have frequently stated that authority to transport general commodities throughout a wide territory, over irregular and unspecified routes, pursuant to the 'grandfather' clauses of the act should be granted to a carrier only when such carrier's right thereto has been proved by substantial evidence. To do otherwise would create the very ills which regulation is

designed to alleviate, namely, congestion of highways, destructive rate practices, and unbridled competition. Common carriers which are expected to maintain regular service for the movement of freight in whatever quantity offered, to and from all points on a specified route, cannot operate economically and efficiently if other carriers are permitted to invade such routes for the sole purpose of handling the cream of the traffic available thereon in so-called irregular-route service. On the basis of all the evidence; it is clear that no substantial showing of service has been made to establish bona fide irregular-route operations in the transportation of general commodities from and to all points in the States included in the application.

"Applicant also contends that a carrier who has filed an application under the 'grandfather' clause of section 206 (a) of the act may not be restricted to the transportation of the commodities carried on June 1, 1935. Section 203 (a) (14) of the act contemplates that a common carrier may transport only a 'class or classes of property,' and we have found in numerous cases that the authority issued under the 'grandfather' clauses of sections 206 (a) and 209 (a) of the act should reflect any limitation in the undertaking of common or contract carriers as indicated by the service actually rendered on and since the statutory dates."

The finding and decision of the Commission upon which the limitation of the order, complained of by plaintiff, is based is as follows:

"We find that applicant's predecessor in interest was on June 1, 1935, and continuously since it and its predecessor have been, in bona fide operation as a common carrier by motor vehicle, in interstate or foreign commerce (1) of cotton yarn from all points in Gaston, Lincoln, Cleveland, Rutherford, McDowell, Burke, Catawba, Alexander, Iredell, Rowan, Davidson, and Davie Counties, N. C., to Hagerstown, Md., New York, N. Y., Pawtucket and Providence, R. I., all points in Pennsylvania on and east of U. S. Highway 11, and points in Middlesex, Union, Essex, Hudson, Passaic, Bergen, Somerset, and Morris Counties, N. J., (2) of asbestos textile products from Charlotte, N. C., to Philadelphia and North Wales, Pa., Trenton, Newark, Passaic, and Paterson, N. J., New York, N. Y., Middleton, Conn., Providence and Pawtucket, R. I., and Boston and Hudson, Mass., (3) of supplies and materials used in the manufacture of asbestos textile products from Harrison and Perth Amboy, N. J., to Charlotte, N. C., and empty spools and boxes in the reverse direction, (4) of petroleum products in containers from Sewaren, N. J., and Marcus Hook, Pa., to Columbia and Greenville, S. C., and to all points in North Carolina, (5) of linoleum from Paulsboro, N. J., Marcus Hook, Pa., and East Walpole, Mass., to points in North Carolina and to Spartanburg and

Greenville, S. C., (6) of canned goods from Baltimore, Md.,
39 to Shelby, N. C., (7) of beer and ale from Newark, N. J., to Gastonia and Wadesboro, N. C., and (8) of roofing and screen wire from York, Pa., to all points in North Carolina, all over irregular routes; that applicant is entitled to a certificate authorizing continuation of such operation; and that the application in all other respects should be denied."

Plaintiff says that the effect of thus limiting the order will be to put it out of business; and it is manifest that this must be true since it is hardly conceivable that a trucking company could do business if allowed to carry loads in only one direction, and the limitations imposed by the order will render it practically impossible for the trucks of plaintiff to obtain freight when returning south. It is the contention of plaintiff that the limitations are unreasonable and are not authorized by law; and certain it is that they amount to a reductio ad absurdum of the position taken by the Commission in this and a number of other cases to the effect that classification justifies limitation of "grandfather" certificates to specific commodities shown to have been transported between specific points. As pointed out in the brief of the Amicus Curiae:

"With northbound authorities so limited, applicant would be permitted to transport cotton yarn to many destinations and territories to which it would be denied the right to transport on the same trip asbestos textile products, and correspondingly would be permitted to handle asbestos textile products to Boston and Hudson, Mass., although on the same trip it would not be permitted to haul cotton yarn. Incidentally, in summarizing the proof, the Commission found as a fact as to cotton yarn that ten Massachusetts points were served prior to June 1, 1935, and as to asbestos textile products that services were required by the shipper to all points in a number of northern states.

* * * * *

"Considering only the southbound, plaintiff can go with petroleum products from Marcus Hook, Pa., to Columbia, S. C., but not with linoleum, and in contrast he can go with linoleum from Marcus Hook, Pa., to Spartanburg, S. C., but not with petroleum products. He can go with either of these commodities from two specified origins to any destination in North Carolina, but when it comes to canned goods, which he is authorized to carry from Baltimore, he must confine his deliveries to Shelby in that state, and when he goes with beer and ale from Newark, N. J., he must confine his deliveries to Gastonia and Wadesboro. Even
40 then, while he is authorized to originate beer and ale at New Jersey for delivery at the points just named, he is not permitted to handle that commodity if originated at Baltimore, although he is allowed to pick up canned goods at the latter point.

"The plaintiff is authorized to deliver cotton yarn at specified points in Maryland, New York, and Rhode Island, at all points in eastern Pennsylvania, and eight counties of northern New Jersey, but he is prohibited from obtaining any of the commodities which he is authorized to transport southbound unless he goes to Harrison or Perth Amboy, N. J., for supplies and materials; to Sewaren, N. J., or Marcus Hook, Pa., for petroleum; to Paulsboro, N. J., Marcus Hook, Pa., or East Walpole, Mass., for linoleum; to Baltimore for canned goods; to Newark, N. J., for beer and ale; or to York, Pa., for roofing and screen wire."

We think it perfectly clear that no such result was contemplated by Congress in the passage of the Transportation Act. On the contrary, the clear meaning of the language used in the act is that common carriers in business at the time of its passage and since should be allowed to continue in business as common carriers in the same territory without proof of public convenience and necessity. Sec. 206 (a) of the Act (49 U. S. C. A. 306 (a) provides:

"Except as otherwise provided in this section and in section 310a, no common carrier by motor vehicle subject to the provisions of this chapter shall engage in any interstate or foreign operation on any public highway, or within any reservation under the exclusive jurisdiction of the United States, unless there is in force with respect to such carrier a certificate of public convenience and necessity issued by the Commission authorizing such operations: Provided, however, That, subject to section 310, if any such carrier or predecessor in interest was in bona fide operation as a common carrier by motor vehicle on June 1, 1935, over the route or routes or within the territory for which application is made and has so operated since that time, or if engaged in furnishing seasonal service only, was in bona fide operation on June 1, 1935, during the season ordinarily covered by its operation, except in either instance as to interruptions of service over which the applicant or its predecessor in interest had no control, the Commission shall issue such certificate without requiring further proof that public convenience and necessity will be served by such operation, * * *."

There is nothing in this language or in the reason and spirit of the Act which justifies the limiting of certificates granted common carriers under the grandfather clause to the precise commodities which they have theretofore hauled or in the case of carriers by irregular routes to the precise points that they have served
41 in the territory over which they have operated. It is well settled that "a common carrier is one who undertakes, for hire or reward, to transport the goods of such as choose to employ him from place to place." Dwight v. Brewster, 1 Pick. 50, 63;

Dobie on Bailments and Carriers, sec. 107; Hutchinson on Carriers, 3d ed. sec. 47. We agree, of course, that a mere holding out by a common carrier is not enough to bring him within the protection of the "grandfather" clause. The statute provides that he must have been in bona fide operation as a common carrier within the territory; and this bona fide operation means, we think, that he must have done such a substantial volume of business within the territory that he could reasonably be said to be operating therein as a common carrier. But there is nothing in the act which justifies the Commission in saying that because a common carrier who was operating as a general carrier of package freight did not haul rubber tires prior to 1935 he is not to be permitted to haul them in 1940, or that because he did not haul canned goods to Charlotte prior to 1935, although hauling them to Shelby in the same territory, he should not be permitted to haul them to Charlotte thereafter.

The Commission seeks to justify the limitation here imposed under the definition of common carrier contained in section 203 (14), 49 U. S. C. A., 303 (14), which provides:

"The term 'common carrier by motor vehicle' means any person who or which undertakes, whether directly or by a lease or any other arrangement, to transport passengers or property, or any class or classes of property, for the general public in interstate or foreign commerce by motor vehicle for compensation, whether over regular or irregular routes, including such motor vehicle operations of carriers by rail or water, and of express or forwarding companies, except to the extent that these operations are subject to the provisions of chapter 1 of this title."

It is perfectly clear, however, that no authority for such limitation can be found in this definition. On the contrary, the effect of the language used is merely to make clear that "specialty
42 haulers," i. e., those who transport any special class or classes of property, are to be deemed common carriers, as well as those who transport property generally. And we think it significant that in making classifications of carriers for the proper performance of its duties, the Commission has not attempted to classify with respect to points served or specific commodities hauled, but has defined its seventeen classes of carriers on the basis of the general business engaged in. The classification is as follows: (1) carriers of general freight, (2) carriers of household goods, (3) carriers of heavy machinery, (4) carriers of liquid petroleum products, (5) carriers of refrigerated liquid products, (6) carriers of refrigerated solid products, (7) carriers engaged in dump trucking, (8) carriers of agricultural commodities, (9) carriers of motor vehicles, (10) carriers engaged in armored-truck service, (11) carriers of building materials, (12) carriers of films and

associated commodities, (13) carriers of forest products, (14) carriers of mine ores, not including coal, (15) carriers engaged in retail-store delivery service, (16) carriers of explosives or dangerous articles, (17) carriers of specific commodities, not subgrouped. Ex Parte No. MC 10, Classification of Motor Carriers of Property, 2 M. C. C. 703, 706. Under this classification, plaintiff should manifestly be classified as a carrier of general freight, since it was willing to haul any freight that it was offered, outside of the specialties requiring specialized equipment, and did substantial business of this character. Being a common carrier of general freight during the "grandfather" period, it became entitled to a certificate on the same basis; and we see nothing in any language of the act which justifies the Commission in limiting the certificate to the points served and the specific commodities transported. "Grandfather clauses are quite customary when the state first undertakes the regulation of an industry or profession; and so fas as we are advised the position taken by the Commission with
43 respect to these cases is quite without precedent. It is just as though a physician entitled to continue his practice under the grandfather clause of a statute regulating the practice of medicine should be told that he could practice only in the homes which he had formerly visited in his practice and would be allowed to treat only the diseases which he had formerly treated. We feel perfectly sure that if any such interpretation of the act had been suggested at the time of its consideration by Congress, it never would have been passed.

It is argued that the position of the Commission here has been approved by the Supreme Court in Loving v. United States, 310 U. S. 609, affirming 32 F. Supp. 464, and see 12 M. C. C. 571. We do not think so. The Loving case presented the situation of an applicant whose holding out over a large territory was not supported by any substantial transportation; and the cases cited by the Supreme Court in its per curiam opinion sustains no such radical limitation of the meaning of the statute as is here proposed by the Commission. McDonald v. Thompson, 305 U. S. 263, held merely that bona fide operation was a prerequisite to obtaining a certificate under the "grandfather" clause of 206 (a) of the statute and that operation in violation of a State statute was not such bona fide operation. United States v. Maher, 307 U. S. 148, held merely that certificate for route between fixed termini was not supported by proof of operation within the grandfather period of "anywhere for hire" service which was abandoned when the new route was instituted, and that the Commission finding on controverted matters of fact was binding. The other cases cited are pertinent merely with respect to the

point last mentioned. We do not think that the Loving decision can reasonably be construed as an approval by the Supreme Court of the position taken by the Commission here, viz., that notwithstanding that a common carrier may have done substantial business pursuant to his holding out as a carrier of general
44 package freight during the grandfather period, he is not to be granted a certificate for the territory served commensurate with his holding out and the business done pursuant thereto, but is to be limited just as though he had limited himself to the hauling of the special commodities received pursuant to his holding out and to the points to which these commodities happened to be hauled in the territory. The order of the Commission here under review not only so limits the certificate but further limits it to the points and commodities to which plaintiff's transportation extended both before and after the crucial date of June 1, 1935.

We have considered the case of Eastern Carrier Corp. v. United States, 31 F. Supp. 232, upon which counsel for the Commission rely; but that was a case involving transportation found to have been "more or less sporadic." The learned Senior Circuit Judge of the Third Circuit laid down in that case, however, the rule which we think applicable here, as follows: "If the plaintiff's predecessor was engaged in the bona fide transportation of merchandise generally at the grandfather date and this transportation was carried on by the plaintiff thereafter, a certificate of public convenience and necessity to continue that transportation should have been granted by the Commission."

It is argued that the interpretation placed by the Commission on the act has received the approval of Congress because in the Transportation Act of 1940 Congress did not legislate with regard thereto. It is to be noted, however, that section 203 (a) (14) of the Act of 1935, being the very section upon which the Commission relies for its interpretation, was amended so that a common carrier is now defined in terms of holding out. Quite apart from this, however, the interpretation placed upon the act has by no means been so uniform as to justify the conclusion that Congress could be deemed to have legislated with regard thereto. George Cassens Sons Common Carrier Application, 1 M. C. C. 771; Slagle Contract Carrier Application,
45 2 M. C. C. 127; Dixie Ohio Exp. Co. Common Carrier Application, 17 M. C. C. 735, 744–745. And the rule is well settled that administrative practice or interpretation has no weight where, as here, the language of the statute is unambiguous and such practice or interpretation is unreasonable and clearly inconsistent with it. Helvering v. Safe Deposit & Trust Co., 4 Cir.

95 F. 2d 806, 811; Manhattan General Equipment Co. v. Commissioner, 297 U. S. 129, 134.

It is, of course, reasonable to limit the certificate to the type of service rendered by the carrier during the grandfather period, and to limit the territory to that within which substantial service of that type has been rendered; but it is unreasonable to limit the certificate of one who has functioned as a general carrier to the specific commodities carried and the specific points served. The law cannot reasonably be construed as authorizing such limitation. Nor can it be justified on the ground that it is based upon a finding of fact by the Commission. In the first place, a finding that the carrier here limited itself to the precise commodities transported and the precise points served is not supported by any evidence; and a finding that a general carrier of package freight should be held to be limited in his service to the precise commodities that he is able to obtain, when it is holding himself out as a general carrier, is so arbitrary and unreasonable as to transcend the Commission's power. Anchor Coal Co. v. United States 25 F. 2d 462, 471; Southern Pacific Co. v. I. C. C. 219 U. S. 433, 31 S. Ct. 288, 55 L. Ed. 283; I. C. C. v. Union Pacific Co. 222 U. S. 541, 32 S. Ct. 108, 56 L. Ed. 308; U. S. v. N. Y. C. R. R. 263 U. S. 603, 44 S. Ct. 212, 68 L. Ed. 470; U. S. v. New River Co. 265 U. S. 533, 540, 44 S. Ct. 610, 68 L. Ed. 1165. In the second place, nothing in the act warrants the limitation of the certificate of a general carrier upon such a finding.

There is another ground upon which the order of the Commission must be held invalid. The limitation which it
46 imposes with respect to irregular route carriers is not imposed with respect to carriers on regular routes and is admittedly imposed by it for the protection of regular route carriers. The Commission so states in the portion of its opinion quoted above, wherein the Commission said: "Common carriers which are expected to maintain regular service for the movement of freight in whatever quantity offered, to and from all points on a specified route, cannot operate economically and efficiently if other carriers are permitted to invade such routes for the sole purpose of handling the cream of the traffic available thereon in so-called irregular-route service." But Congress has made no such distinction between common carriers by regular and those by irregular routes; and, for the Commission to make such distinction is to add to the act of Congress in favor of one class of carriers and against another. This the Commission cannot do. Ann Arbor R. Co. v. United States 281 U. S. 658; Anchor Coal Co. v. United States 25 F. 2d 462.

For the reasons stated, the order of the Commission will be set aside (Rochester Tel. Corp. v. United States 307 U. S. 125), and

the cause will be remanded to the end that the Commission may pass upon the application of plaintiff in the light of the principles herein set forth. Federal Communications Com'n v. Pottsville Broadcasting Co. 309 U. S. 134. This does not mean that plaintiff is necessarily entitled to the certificate applied for, but that the Commission should pass upon the application in the light of the principles here laid down, and without the limitations which we have condemned, and grant to plaintiff a certificate covering the territory in which it finds that plaintiff carried on substantial operations as a common carrier during the grandfather period and has since carried on same.

Order set aside.

47 In District Court of the United States for the Western District of North Carolina

CAROLINA FREIGHT CARRIERS CORPORATION, PLAINTIFF

vs.

UNITED STATES OF AMERICA AND THE INTERSTATE COMMERCE COMMISSION, DEFENDANTS

Decree

In this suit brought under 28 U. S. C. A. 41 (28) to enjoin and set aside an order of the Interstate Commerce Commission, an interlocutory injunction having been asked and a court of three judges having been convened pursuant to 28 U. S. C. A. 47, and the cause having been submitted upon the hearing for final decree, and the court having filed its findings of fact and conclusions of law which are by reference made a part hereof: Now, therefore, for the reasons set forth in the written opinion filed herewith,

It is ordered, adjudged and decreed that the order of the Interstate Commerce Commission filed July 10, 1940, in the proceeding wherein the plaintiff herein was an applicant for a certificate of public convenience and necessity and referred to in the decision of the Commission reported in 24 M. C. C. 305 be and the same is hereby set aside and annulled, and the cause is remanded to the Commission for further proceedings not inconsistent with the opinion of the Court filed herewith.

Sgd. JOHN J. PARKER,
United States Circuit Judge, Fourth Circuit.
Sgd. ARMISTEAD M. DOBIE,
United States Circuit Judge, Fourth Circuit.
Sgd. E. Y. WEBB,
United States District Judge,
Western District of North Carolina.

APRIL 5th, 1941.

48 In United States District Court

[Title omitted.]

Petition for appeal

The United States of America and the Interstate Commerce Commission, defendants in the above-entitled cause, feeling themselves aggrieved by the final decree entered therein by this Court on April 5, 1941, pray an appeal from said decree to the Supreme Court of the United States.

The particulars wherein they consider the decree erroneous are set forth in the Assignment of Errors accompanying this petition and to which reference is hereby made.

Said defendants pray that a transcript of the record, proceedings and papers on which said decree was made and entered be duly authenticated and transmitted forthwith to the Supreme Court of the United States.

Dated May 29, 1941.

(S) THERON LAMAR CAUDLE,
United States Attorney.

49 THURMAN ARNOLD,
Assistant Attorney General.
FRANK COLEMAN,
Special Assistant to the Attorney General,
For the United States of America.
DANIEL W. KNOWLTON,
Chief Counsel.
NELSON THOMAS,
Attorney,
For Interstate Commerce Commission.

Service of copy of the foregoing petition for appeal is hereby acknowledged this 10th day of June 1941.

(S) WILMER A. HILL,
Attorney for Carolina Freight Carriers Corp.

50 In United States District Court

[Title omitted.]

Assignment of errors

The United States of America and Interstate Commerce Commission object and except to the following actions of the Court in the above-styled case in connection with its final decree, opinion,

findings of fact and conclusions of law, and file the following assignment of errors with and as a part of their petition for appeal to the Supreme Court of the United States from the decree of the District Court entered April 5, 1941, in said cause:

The District Court committed error—

1. In entering the decree setting aside and annulling the order of the Interstate Commerce Commission.

2. In failing and refusing to dismiss plaintiff's complaint for lack of equity.

51 3. In weighing the evidence heard by the Commission and making a statement of fact in the Court's opinion and findings of fact, instead of limiting its consideration to the question of whether the Commission record contained substantial evidence to sustain the Commission's report and order.

4. In basing its findings of fact, conclusions of law, and decree upon the statement of substantive facts set out in the Court's opinion and finding rather than upon the substantive facts set out in the Commission's report, all of which substantive facts as found by the Commission were supported by substantial evidence.

5. In granting the prayer of plaintiff's complaint and issuing the decree upon the statement of facts made in the Court's opinion and findings of fact instead of denying the prayer of plaintiff's complaint and dismissing the same.

6. In failing to find that upon the facts stated in the Commission's report the Commission's order is valid and should be sustained.

7. In failing to find that upon the facts stated in the Court's opinion and findings of fact the Commission's order is valid and should be sustained.

8. In failing to find that the facts stated in the Commission's report were supported by substantial evidence in the Commission record and that the findings of the Commission were sufficient in law to support its order.

9. In concluding as stated in the first paragraph of the Court's "Conclusions of Law" "That the limitation of the certificate granted plaintiff to commodities carried and points served

52 prior to and since June 1, 1935, is not warranted by *by* the statute and same constitutes error of law invalidating the order of the Commission."

10. In concluding as stated in the second paragraph of the Court's "Conclusions of Law," "That the finding of the Commission that the transportation service of plaintiff as a common carrier of commodities in the territory served prior to and since June 1, 1935, was limited to commodities carried and points served prior to and since said date, ignores the common law duty of a common carrier and the essential character of his holding out and

is so arbitrary and unreasonable as to transcend the Commission's power."

11. In holding in paragraph 3 of the Court's "Conclusions of Law" that because the Commission in its report made reference to the duties of common carriers in regular route service and to the unfair and injurious competition of carriers in irregular route service, the Commission limited the certificate issued to plaintiff to the specific commodities carried and to the points served in order to protect common carriers operating on regular routes and that in so doing the Commission proceeded upon an erroneous theory of law.

12. In holding that in issuing "grandfather" certificates, the Commission is not justified in limiting the certificate to the points served and the specific commodities transported, but that such certificate should issue for any and all freight applicant was willing to carry if offered and to any point desired within the territory which the applicant was willing to serve.

(S) THEORN LAMAR CAUDLE,
United States Attorney.

53 THURMAN ARNOLD,
Assistant Attorney General.
FRANK COLEMAN,
Special Assistant to the Attorney General,
For the United States of America.
DANIEL W. KNOWLTON,
Chief Counsel.
NELSON THOMAS,
Attorney,
For Interstate Commerce Commission.

Service of copy of the foregoing assignment of errors is hereby acknowledged this 10th day of June 1941.

(S) WILMER A. HILL,
Attorney for Carolina Freight Carriers Corp.

63 In United States District Court

[Title omitted.]

Order allowing appeal

On this day came the above-named defendants, by their attorneys, and presented their petition for appeal and their assignment of errors, together with a jurisdictional statement in accordance with the Revised Rules of the Supreme Court of the United States, which have been duly filed, and upon consideration thereof it is

Ordered and adjudged that an appeal to the Supreme Court of the United States from the final decree heretofore entered in the above-entitled cause on the 5th day of April, 1941, granting the prayer of the plaintiff's complaint to the extent and in the manner set out in said decree be, and it hereby is, allowed to said defendants; that a certified transcript of the record herein be transmitted in due course to the Supreme Court of the United States (except
64 that the Court directs that the transcript of the record before the Interstate Commerce Commission in No. MC 2253, Carolina Freight Carriers Corporation Common Carrier Application, introduced in evidence herein by plaintiff be transmitted physically to the Supreme Court instead of a copy thereof).

Dated May 29, 1941.

(S) JOHN J. PARKER, *Judge.*

Service of a copy of the foregoing order allowing appeal is hereby acknowledged this 10th day of June 1941.

Original not signed. ——— ———,

Attorney for Carolina Freight Carriers Corp.

66 [Citation in usual form showing service on Wilmer A Hill, omitted in printing.]

71 In United States District Court

[Title omitted.]

Docket entries

11–27–40. Filing complaint and summons and forwarding copies to Attorney General and U. S. Attorney.

11–30–40. Filing temporary restraining order and bond of receiver.

12–20–40. Filing application and motion for restraining order.

1–8–41. Filing order, signed by Judge Webb, January 8–1941, and order signed by Judges John J. Parker, Armistead M. Dobie, and E. Y. Webb on January 8–1941, and answer of Interstate Commerce Commission.

1–10–41. Filing answer of defendant, United States and forwarding copy to plaintiff's attorney.

2–3–41. Filing record and statement showing shipments transported by Mauney Transfer Company and forwarding copies to Judges Parker, Dobie, and Webb.

2–6–41. Filing brief of plaintiff and defendants and forwarding copies to Judges Parker, Dobie, and Webb.

3–10–41. Filing reply brief on behalf of plaintiff and forwarding copies to Judges Parker, Dobie, and Webb.

3–20–41. Filing Findings of Fact and Conclusions of Law on behalf of Interstate Commerce Commission, and forwarding copies to attorney for plaintiff.

4–5–41. Filing decree and Findings of Fact and consent of three Judges.

5–31–41. Filing order allowing appeal signed by Judges Parker, Dobie, and Webb.

72 In United States District Court

[Title omitted.]

Praecipe for transcript of record

To the CLERK:

You will please prepare a transcript of the record in the above-entitled cause and certify and transmit the same to the Clerk of the Supreme Court of the United States pursuant to order heretofore made allowing appeal. You will include in said transcript copies of the following papers:

1. Bill of complaint, filed November 26, 1940, with Exhibit A thereto, being report and order of the Interstate Commerce Commission dated July 10, 1940, in proceeding No. MC 2253, Carolina Freight Carriers Corporation Common Carrier Application.

2. Order of Judge Webb of January 8, 1941, calling to his assistance Hon. John J. Parker and Hon. Armistead M. Dobie, United States Circuit Judges, to assist him in hearing plaintiff's application for interlocutory injunction.

73 3. Order of three-judge court of January 8, 1941, reciting stipulation of parties in open court that hearing on motion for interlocutory injunction should also constitute final hearing.

4. Answer of Interstate Commerce Commission, filed January 8, 1941.

5. Answer of United States, filed January 10, 1941.

6. Findings of Fact and Conclusions of Law requested by defendants United States and Interstate Commerce Commission, submitted March 20, 1941, not given by the three-judge court.

7. Opinion, findings of fact, conclusions of law and decree of three-judge court entered and handed down April 5, 1941.

8. Petition for appeal.

9. Assignment of errors.

10. Jurisdictional statement.

11. Statement directing attention to paragraph 3 of Rule 12 of the revised Rules of the Supreme Court of the United States.

12. Order allowing appeal.

13. Citation on appeal.

14. Notice to the Attorney General of the State of North Carolina.

15. Docket entries in proper order.

16. This praecipe for transcript of record.

17. The original exhibits filed by the plaintiff by agreement and by leave of court subsequent to the hearing in the above-styled cause on January 8, 1941, consisting of

(a) Transcript of stenographer's notes of hearing held October 28, 1938, at Charlotte, N. C., in Interstate
74 Commerce Commission proceedings in its Docket No. MC 2253, Carolina Freight Carriers Corporation Common Carrier Application, covered by certificate of the Secretary of the Commission under date of January 21, 1941.

(b) Photostatic copies of Exhibits Nos. 1 to 4 filed at said Commission hearing, covered by certificate of the Commission's Secretary under date of January 23, 1941.

18. Clerk's certificate.

THERON LAMAR CAUDLE,
United States Attorney.
THURMAN ARNOLD,
Assistant Attorney General.
FRANK COLEMAN,
Special Assistant to the Attorney General.
For the Defendant United States.
DANIEL W. KNOWLTON,
Chief Counsel.
NELSON THOMAS,
Attorney,
For Defendant Interstate Commerce Commission.

Service of copy of the above praecipe is hereby acknowledged this 10th day of June 1941.

/S/ WILMER A. HILL,
Attorney for Carolina Freight Carriers Corporation.

77 Before the Interstate Commerce Commission

No. MC-2253

In the matter of the application of Carolina Freight Carriers Corporation (successor in interest to Mauney Transfer Company, Inc.), of Cherryville, N. C., for a certificate of public convenience and necessity or permit (Form HMC 1), authorizing operation as a common carrier or contract carrier of commodities generally, in interstate commerce between points located in the states of South Carolina, North Carolina, Virginia, Maryland, Pennsylvania, Delaware, New York, New Jersey, Connecticut, Rhode Island,

Massachusetts, and the District of Columbia, over irregular routes between these points and over a regular route between Cherryville, N. C., and Boston, Mass., via Henderson, N. C., Baltimore, Md., Wilmington, Del., and Philadelphia, Pennsylvania.

Statement of evidence

U. S. COURT ROOMS,
Charlotte, N. C., October 28, 1938.

Met pursuant to notice at 10 o'clock a. m.

* * * * * *

Before Hon. W. W. McCASLIN, Bureau of Motor Carriers, Interstate Commerce Commission, 240 Post Office Building, Charlotte, N. C.

THE EXAMINER.

Appearances

THAXTON RICHARDSON, Greensboro, North Carolina, appearing for the applicant.

78–79 H. P. TOXEY, in care of S. A. L. Ry. Co., Norfolk, Virginia, appearing for the Protestant Rail Carriers in Southern and Official Classification Territories.

J. D. LAWSON, Charlotte, North Carolina, appearing for Horton Motor Lines, and E. T. and W. N. C. Motor Transportation Company.

R. ST. AMAND, Columbia, South Carolina, appearing for New South Express Lines, Inc., Columbia, South Carolina, protestants.

80 PROCEEDINGS

THE EXAMINER. The Interstate Commerce Commission has set for hearing at this time and place before the Examiner docket No. MC2253, application of Carolina Freight Carriers Corporation, Cherryville, North Carolina, as successor in interest to Mauney Transfer Company, Inc., for a certificate or permit authorizing operations as a common or contract carrier by motor vehicle in the transportation of commodities generally, in interstate commerce between points located in the states of South Carolina, North Carolina, Virginia, Maryland, Pennsylvania, Delaware, New Jersey, New York, Connecticut, Rhode Island, Massachusetts, and the District of Columbia, over irregular routes and over a regular route between Cherryville, North Carolina, and Boston, Massachusetts, via Henderson, North Carolina; Baltimore, Maryland; Wilmington, Delaware, and Philadelphia, Pennsylvania.

The territory and routes are set forth specifically in the application. Every one present has heard the announcement made in the last case in regard to the requirements for admission to practice, I believe, in regard to smoking and distribution of copies of transcript of testimony.

Who appears for the applicant?

Mr. RICHARDSON. Thaxton Richardson, appears for the applicant. I am registered practitioner before the Commission.

The EXAMINER. Are there any protestants or intervenors
81 for this application?

Mr. ST. AMAND. R. St. Amand, employee of the New South Express Lines, Columbia, South Carolina. This application covers a large part of the territory now served by us, and we enter protest.

The EXAMINER. Your appearance will be permitted on those grounds.

Mr. TOXEY. H. P. Toxey, Norfolk, Virginia, for Southern Rail Carriers in Southern and Official Classification Territories, therefore, competitive with this application; therefore, we protest the application. I am a registered practitioner.

The EXAMINER. I have received a letter this morning from J. D. Lawson, assistant to the president of the Horton Motor Lines. He is necessarily absent on account of other engagements. He desires a petition of intervention in opposition be entered and that his appearance be entered. I understand the appearance blank will be filled out for Mr. Lawson by someone with whom he made arrangements. The intervention and appearance will be permitted on the statements contained therein.

The case of Ratliff and Ratliff appears first on my calendar. I believe it will be somewhat shorter than the Carolina Freight Carriers Corporation case, so this case, Carolina Freight Carriers
Corporation, is recessed until the completion of the hearing
82 on the other application, which, I believe, will be over about 11:30.

That will be my outside estimate, so witnesses who desire to attend to something else, it is safe, I believe, for them to go about their business until 11:30, but not later than that, because we may complete this case in a shorter time than that.

You are excused.

(Whereupon at 10:15 a m., an adjournment was taken.)

83 AFTERNOON SESSION

U. S. COURT ROOMS,
Charlotte, N. C., October 28, 1938, 2 o'clock p. m.

The EXAMINER. We will come to order.

As was announced this morning at 10 o'clock, the Examiner is now ready to proceed with No. MC–2253, Carolina Freight Carriers Corporation. Are you ready to proceed, Mr. Richardson?

Mr. RICHARDSON. Yes, sir.

Mr. TOXEY. I would like to enter the appearance of Mr. J. D. Lawson on behalf of the E. T. & W. N. C. Transportation Company of Johnson City, Tennessee. They operate in the same territory and are competitive with the applicant and, therefore, are protesting the application.

The EXAMINER. Mr. Lawson is licensed practitioner, I believe?

Mr. TOXEY. Yes, sir.

The EXAMINER. His appearance and protest will be permitted.

I don't want to show you how to run your case, but Mr. Nicholson spoke to me yesterday or sometime in regard to the necessity for his getting back to Raleigh. He is a State employee. We regret very much to subpena a State employee. In view of his circumstances, I am willing to put his testimony on out of order, if it is convenient to you.

84 Mr. RICHARDSON. I will be glad to accommodate Mr. Nicholson under those circumstances. I appreciate the Examiner permitting me to do so.

I will now call Mr. Nicholson to the stand for his testimony.

H. M. NICHOLSON was sworn and testified as follows:

Direct Examination by Mr. RICHARDSON:

Q. Your name is H. M. Nicholson?

A. Yes.

Q. Raleigh, North Carolina?

A. Yes.

Q. You are employed by the Utilities Commission of North Carolina?

A. Yes.

Q. You were traffic manager for McClarin Tire Company in Charlotte, North Carolina?

A. That is right.

Q. During what period of time?

A. From 1923 up through September 1935.

Q. During the period of time that you were traffic manager for McClarin Tire Company, and prior to June 1, 1935, did you have occasion to use the services of Mauney Transfer Company in the transportation of your company's property?

A. Yes.

Q. Were you traffic manager for that company?

85 A. Yes.

Q. And you had knowledge of the transportation requirements of that company?

A. Yes.

Q. Do you recall, Mr. Nicholson, what commodities Mauney Transfer Company transported for your company prior to June 1, 1935?

A. Pneumatic tires and tubes and stearic acid.

Q. Did those tires and tubes originate in your Charlotte plant?

A. They did.

Q. Where did he transport them to?

A. To New York City, Boston, Massachusetts, and Plainfield, New Jersey.

Q. Where did the stearic acid originate, if you recall?

A. That originated at Philadelphia.

Q. It moved to what point?

A. Charlotte.

Q. Do you recall any other commodities that Mauney Transfer Company transported for your company?

A. That is all that I can recall.

Q. Those shipments moved prior to June 1, 1935?

A. That is correct.

Q. Did you continue to use the services of Mauney Transfer Company subsequent to June 1, 1935, as business conditions

86 required?

A. We used them on several occasions.

Q. Did you leave the McClarin Rubber Company during the year of 1935?

A. I did.

Q. Did they close their plant here along about that time?

A. That is right.

Q. In the transportation of your products outbound from Charlotte, did you expect Mauney Transfer Company to transport those commodities to the points to which you designated along the eastern seaboard States?

A. I did; yes.

Q. Did you expect them to pick up shipments at points in those eastern seaboard States and bring back to you in Charlotte from any point you had shipments coming from upon your instructions?

A. Yes.

Mr. RICHARDSON. That is all.

Cross-examination by the EXAMINER:

Q. Did you ever ask them to haul tires to any other places?

A. I don't believe I did.

Q. Did you ever ask them to pick up any shipments coming back except stearic acid?

A. I don't recall that we did.

87 Q. What led you to expect him to do anything else?

A. I didn't intend to leave the impression that we expected him to do anything else other than what we instructed him to do.

Q. The tire plant closed about the time you left them in September 1935?

A. That is true.

Q. Do you know of the shipments for New England points, I believe, Boston was the only one you named—do you know whether they were hauled from origin to destination?

A. They were.

Q. Without interchange?

A. Yes.

Q. Did you ever make any inquiry of the Mauney Transfer Company as to whether they would take the shipments to other places?

A. I never made any definite inquiry; no.

Q. If you had a shipment to go to a particular place, you just called them and told them to come and get it, or did they solicit it?

A. They solicited.

Q. They came by asking to transport, and you gave them such as you had for them to transport?

A. That is correct.

(Witness excused.)

88 C. GRIER BEAM was sworn and testified as follows:

Direct examination by Mr. RICHARDSON:

Q. What is your name?

A. C. Grier Beam.

Q. You are president of Carolina Freight Carriers Corporation, is that correct?

A. Yes, sir.

Q. How long have you been connected with Carolina Freight Carriers Corporation?

A. Well, I have been connected with Carolina Freight Carriers ever since they were organized under the name of Carolina Freight Carriers.

Q. About when did that take place?

A. In March 1937.

Q. March of 1937?

A. Yes.

Q. Prior to the creation of the Carolina Freight Carriers Corporation, did you buy the operating rights of Mauney Transfer Company, Inc., or Mauney Transfer, Inc.?

A. Cohn Beam and myself did.

Q. At that time the Mauney Transfer was a going business?

A. Yes, sir.

Q. Engaged in the transportation of freight or property by motor vehicle?

89 A. Yes, sir.

Q. Since the time that you bought the interest in the Mauney Transfer Company, have you continued to transport property by motor vehicle?

A. Yes, sir.

Q. Can you tell us, Mr. Beam, how many motor vehicles you had in operation at the time you purchased the operating rights of Mauney Transfer?

A. Well, they had about three that was in shape to operate, or four—three or four.

Q. At the time you purchased them?

A. Yes.

Q. Have you added to that number since that time to take care of the business which your company has been transporting?

A. Yes, sir.

Q. How many do you have in operation today?

A. Seventeen.

Q. Seventeen units?

A. Yes.

Q. Those units——

Mr. Foxey. Seven or seventeen?

The Witness. Seventeen.

By Mr. Richardson:

Q. Those units have been added as a result of the increase of the business of that company?

A. Yes, sir.

90 Q. Since you acquired the rights of Mauney Transfer Company, have you had charge of the operation of that business?

A. Yes, sir.

Q. And you are familiar with the operations that have been conducted by that company or by its successor in interest since you acquired the operating rights?

A. Yes, sir.

Q. Since you acquired the operating rights of Mauney Transfer Company, Inc., have you operated your vehicles over specified routes?

A. No, sir.

Q. Have you operated them over the routes best suited for the cargo which was loaded on the particular vehicle?

A. Yes.

Q. Mr. Beam, is your principal place of business located at Cherryville, North Carolina?

A. Yes, sir.

Q. Do you have any other offices or places of business at this time?

A. I have an office in New York.

Q. Do you have any representative at any place other than New York and Cherryville—stations located there?

A. No; I guess not.

Q. You wouldn't call any of those——

A. No, sir.

91 Q. Have you confined your business to the transportation of truck load or less than truck load business since you have been operating?

A. We have been taking anything—truck loads and less than truck loads.

Q. Have you held yourself out to the public generally for the transportation of property since you have been operating the company?

A. Yes, sir.

Q. You operated your trucks at a scheduled time, Mr. Beam?

A. No, sir.

Q. Have you, or do you think that you could operate your trucks economically when they are only partially loaded, to the cargo capacity of the truck?

A. I have operated them with part loads.

Q. Do you find it an economical situation?

A. No, sir.

Q. Could you make money by operating them partly loaded?

A. No, sir.

Q. Could you operate them or make money out of your operation if you had traffic in only one direction?

A. No, sir.

Q. During the time you have been operating your motor carrier business, have you had trucks that were loaded out with property which was to be delivered from the one truck at

92 two or more destinations?

A. Sure.

Q. Will you give us an idea about hay many destinations you have had represented on one truck of freight, if you can recall, since you have been operating the business?

A. Well, I imagine it would run as high as fifteen different shipments.

Q. On one truck?

A. Yes.

Q. Did you and have you made it a practice to distribute those less than truck load shipments to destinations to which they were consigned?

A. Yes, sir.

Q. Does that statement apply to both northbound and southbound movements with regard to your business?

A. I don't know that I recall that I had that many stops on southbound freight, but I would say at least ten.

Q. You have had a number of places represented—two or more?

A. Yes.

Q. Have you delivered the freight to the various points to which it was consigned by the shipper?

A. Yes, sir.

Q. Since you have been operating the business, have you had freight loaded out to be delivered to intermediate points as your truck went along toward the final destination it
93 was loaded on?

A. Yes, sir.

Q. Did you stop and put the freight off at those intermediate points?

A. Yes, sir.

Q. Mr. Beam, I hand you a document and ask you if that is a document which was prepared by you, or which you prepared from records which you obtained from your predecessor in interest?

A. Yes, sir.

Q. Are these the records from which that statement is prepared?

A. Yes, sir.

Q. Is that statement true and correct to the best of your knowledge and belief?

A. Yes, sir.

Mr. TOXEY. Mr. Examiner, before we go any further, I would like to inquire if Mr. Beam was connected with the Mauney Transfer Company at all in any capacity.

By Mr. RICHARDSON:

Q. Were you ever connected, prior to your buying into the Mauney Transfer Company, were you connected with the Mauney Transfer Company?

A. Yes, sir.

Q. In what capacity?

A. At the time it was first bought out, Cohn Beam and
94 myself bought it. We operated it together.

Q. At what time did you and Mr. Cohn Beam buy an interest in the Mauney Transfer Company, approximately, what time?

A. November of 1936.

Q. Prior to November 1936, did you have any connection with Mauney Transfer Company?

A. A little.

Q. You were not employed by Mauney Transfer Company?

A. No, sir. I operated a trucking company of my own.

Q. These records were turned over to you by your predecessor in interest?

A. Yes, sir.

Mr. TOXEY. Mr. Examiner, I object to this witness testifying about shipments of which he has no personal knowledge whatsoever.

Mr. RICHARDSON. This witness only said he prepared the statements from the records he received from his predecessors.

The EXAMINER. The genuine'ss of the records have to be shown by another witness.

Mr. RICHARDSON. We think we can do that by another witness. We were only presenting to the Examiner and the Commission statements which have been prepared from records which are here.

The EXAMINER. All the testimony in regard to the records and naturally the exhibit prepared from it will have to be
95 stricken if it is not established that it comes from genuine records.

Mr. RICHARDSON. Yes; we recognize that fact.

By Mr. RICHARDSON.

Q. Insofar as you know, Mr. Beam, these are the genuine records of shipments which were transported by your predecessor in interest?

A. Yes. I went to some of the shippers myself and got the records.

Q. Some of the records which are represented here?

A. Yes.

Q. You went to the shippers and asked for information relative to shipments by Mauney Transfer Company prior to June 1, 1935?

A. Yes.

Q. They gave you certain records?

A. Yes.

Q. Those records, some of which are in this batch?

A. Yes.

The EXAMINER. We will mark the exhibit just referred to as exhibit No. 1. Ruling on its admissibility will be deferred until time has been given to the protestants for cross-examination.

(Exhibit No. 1, Witness Beam, was marked for identification.)

By Mr. RICHARDSON:

Q. I ask you, Mr. Beam, if this document I hand you was
96 among the records which were turned over to you representing a registration of Mauney Transfer Company under the Code of Fair Competition for the trucking industry?

A. Yes, sir.

The EXAMINER. Is there any objection to this?

Mr. TOXEY. This witness testified he doesn't know anything about the operation of this concern in 1934; therefore, he has no personal knowledge whatsoever of this being an authentic copy. His name appears nowhere on that.

By Mr. RICHARDSON:

Q. Mr. Beam, I ask you whose name is signed to the document which you have before you as on behalf of Mauney Transfer Company?

A. Ed Sullivan, Jr.

Q. Is Mr. Sullivan employed by you at the present time?

A. Yes, sir.

Mr. TOXEY. Let's have Mr. Sullivan testify as to the correctness of this rather than Mr. Beam.

Mr. RICHARDSON. We will accommodate opposing counsel by having Mr. Sullivan on the stand.

The EXAMINER. This will be marked as exhibit No. 2. Ruling on its admissibility will be deferred.

(Exhibit No. 2, Witness Beam, was marked for identification.)

By Mr. RICHARDSON:

Q. That was turned over to you as a document belonging to the predecessor in interest?

A. Yes.

97 Mr. TOXEY. Is this witness not going to undertake to identify any of these shipments whatsoever?

Mr. RICHARDSON. He is only stating that those records were turned over to him by his predecessor in interest.

The EXAMINER. Mr. Beam, a compliance order was issued in this case, wasn't it, and you petitioned to have it set aside and the case re-opened?

The WITNESS. Yes, sir.

The EXAMINER. Do you have a separate application pending before the Commission in your own name?

The WITNESS. No, sir.

The EXAMINER. You have dismissed that case?

The WITNESS. Yes, sir.

Mr. RICHARDSON. If the Examiner, please, I have some knowledge of that situation.

The EXAMINER. Off the record.

(Discussion off the record.)

Mr. RICHARDSON. I started to make a statement by this applicant. He did have an application under the name of Beam Trucking Company. I was with him when that application was withdrawn.

The EXAMINER. I wanted to know whether this was a consolidation of the two applications or based entirely on the Mauney Transfer Application.

Mr. RICHARDSON. This is based entirely on the Mauney
98 Transfer application and the other was withdrawn.

The EXAMINER. When did this transfer take place?

The WITNESS. November 1936.

The EXAMINER. That was when you and Cohn Beam bought this?

The WITNESS. Yes.

The EXAMINER. Did you have A-26 filed then, do you know?

The WITNESS. Yes, sir.

The EXAMINER. I believe though as far as the Commission's records are concerned, you and Cohn Beam operated the corporation Mauney Transfer Company. You bought the stock rather than the rights?

The WITNESS. Yes, sir.

The EXAMINER. You operated under that name until March 8, 1937?

The WITNESS. That is right.

The EXAMINER. When the Commission approved the transfer of the rights from the Mauney Transfer Company to Carolina Freight Carriers Corporation, is that right?

The WITNESS. Yes, sir.

The EXAMINER. That is the only transfer formally that has been made?

The WITNESS. Yes.

The EXAMINER. Mr. Beam, did you appear before Mr. H. B. Raymond on January 5, 1938, and certify that a statement then made in writing was true and correct?

99 The WITNESS. Yes, sir.

The EXAMINER. Here is the statement. Is this your signature?

The WITNESS. Yes, sir.

The EXAMINER. That is it?

The WITNESS. Yes, sir.

The EXAMINER. Do you know Mr. Butler's signature? Is there anybody here that does?

The WITNESS. Yes; I do.

The EXAMINER. Will you look at that signature and see if that is the genuine signature of Mr. Butler's?

The WITNESS. Yes; that is his signature.

The EXAMINER. It is on the original application?

The WITNESS. Yes.

The EXAMINER. The original application and the interview statement just referred to, which was signed on January 5, 1938, will be considered in evidence.

Mr. RICHARDSON. The application and the interview——

The EXAMINER. And the interview statement. None of the attached statements on which the signatures of the persons signing the same have not been identified will, of course, be considered.

That statement at the time you made it was true and correct to the best of your knowledge and belief?

The WITNESS. Yes, sir.

100 The EXAMINER. That is all I have.

Is he the operating man for safety questions?

Mr. RICHARDSON. At the present time, I would say, yes.

The EXAMINER. Are you familiar with the Motor Carrier Safety Regulations?

The WITNESS. Yes. I think I am familiar with most of those.

The EXAMINER. Have your agents and employees been instructed with regard to these Regulations?

The WITNESS. Yes, sir.

The EXAMINER. How did you go about it?

The WITNESS. I would say W. H. Lynn. He was with me up until several months ago. He had charge of the drivers, and he took them up with the drivers himself. I didn't have anything to do with it.

The EXAMINER. Do you know whether their attention was called to those regulations?

The WITNESS. Yes, sir.

The EXAMINER. They were caused to familiarize themselves with them?

The WITNESS. Yes.

The EXAMINER. Did you file with the Commission the form regarding the drivers required by the order of June 5, 1937; some cards, I believe, questionnaire cards were sent out about drivers?

101 The WITNESS. He was supposed to have done it, but I am not positive whether he did or not.

The EXAMINER. Have your drivers been instructed in regard to the rules for driving of motor vehicles under part 2 of the Regulations?

The WITNESS. Yes, sir.

The EXAMINER. Are your vehicles now equipped in accordance with the requirement for parts and accessories necessary for safe operation, part 3 of the Regulations?

The WITNESS. Yes, sir.

The EXAMINER. Have you had any accidents in your operation since April 1, 1937, resulting in death of any person, personal injury requiring medical attention or property damage to the apparent extent of $100 or more?

The WITNESS. Well, I would say there was one where there was a patient taken to the hospital. There didn't seem to be anything wrong.

The EXAMINER. Some personal injury?

The WITNESS. Yes, sir.

The EXAMINER. You understand under part 4 of the Regulations that any such accident must be reported to the Interstate Commerce Commission?

The WITNESS. Yes.

Mr. TOXEY. I would like to ask him a question, please.

The EXAMINER. All right.

102 Cross-examination by Mr. TOXEY:

Q. Have you ever obtained from the state of South Carolina a certificate or authority to operate in the state of South Carolina?

A. I have never been told I couldn't operate down there. I have never hesitated to operate down there.

Q. Have you obtained the necessary certificate from the South Carolina Commission to operate?

A. I buy license plates in South Carolina. I don't know just what you are talking about.

The EXAMINER. From the Public Service Commission.

The WITNESS. I don't know, I will be frank with you, whether I have or not.

By Mr. TOXEY:

Q. You don't know?

A. No.

Q. You are the operating head of the business?

A. Yes.

Q. Yet you can't tell whether you have ever obtained it or not?

A. No.

The EXAMINER. What kind of License have you got?

The WITNESS. South Carolina license.

The EXAMINER. What letters have you got on them?

The WITNESS. I can't tell you. I don't know.

By Mr. TOXEY:

103 Q. How many trucks carry South Carolina licenses?

A. Four.

Q. Insofar as you know, you have no certificate from the South Carolina Commission authorizing you to operate interstate in that state?

A. I don't know.

Q. About your predecessor in interest, did they have a certificate from the South Carolina Commission that you know of?

A. I can't tell you whether they did or not.

The EXAMINER. Did they transfer any to you?

The WITNESS. No, sir.

Mr. TOXEY. That is all.

The EXAMINER. What kind of North Carolina licenses do you have?

The WITNESS. We have got the contract licenses.

The EXAMINER. What letter is that?

The WITNESS. "S."

The EXAMINER. Do you have an interstate carrier license in North Carolina, the new kind that has been issued in the last year?

The WITNESS. "I-S" Tags?

The EXAMINER. Do you have "I-S"?

The WITNESS. No, sir. I didn't know what to buy last year, and I asked Mrs. Nevin. She said she thought I should buy the

104 contract license and I did. I have learned since that I should have bought the other, but they wouldn't transfer them. I asked them to.

The EXAMINER. Is there anything further?

By Mr. TOXEY:

Q. Did you ever obtain any authority from any other states to operate in those states—the state of Virginia, for instance?

A. Did I ever obtain any authority from Virginia?

Q. From the Virginia Corporation Commission?

A No, sir. I am paying 2 percent road tax to Virginia to operate through there.

Q. Mileage tax?

A. Yes. I didn't know I had to have anything to operate through there. I have never heard of it. I have never been stopped up there for anything.

Q. Have you ever been stopped in South Carolina?

A. Nothing more than for license plates.

Mr. TOXEY. That is all.

Redirect examination by Mr. RICHARDSON:

Q. Mr. Beam, when you began under the new name of Carolina Freight Carriers Corporation, you transferred the rights and operating equipment of Mauney Transfer over the the new corporation, is that correct?

A. Yes, sir.

Q. Is it your understanding that you have a reciprocal arrangement whereby you are permitted to operate out of North
105 Carolina into and from other states under the North Carolina license plate that you buy?

A. Yes, sir.

Q. Have you at all times operated your business under that understanding, and in good faith as far as the law is concerned?

A. Yes, sir.

Mr. RICHARDSON. That is all.

Recross-examination by Mr. TOXEY:

Q. Have you made an effort to determine whether or not you could operate under reciprocal arrangement or not?

A. I talked to the State Department about it.

Q. Which State Department?

A. Raleigh, Mc Laughlin.

Q. North Carolina State Highway Department?

A. He said I was supposed to operate in Virginia without paying 2 per cent, that there wasn't anything that I could do about it.

Q. Did he tell you that you were supposed to operate in the state of South Carolina without paying anything?

A. I didn't ask him about the state of South Carolina.

Q. You didn't make any inquiry about what authority you had to have to operate in the state of South Carolina?

A. I didn't have to. I sent a truck down there and had to
106 put license plates on it. I didn't think I had to ask him anything about that.

Mr. RICHARDSON. You didn't think there was anything else?

The WITNESS. I sent the truck down there, and they asked that I buy license plates.

Mr. RICHARDSON. And you did it?

The WITNESS. Yes.

Mr. RICHARDSON. That is all I have.

Mr. TOXEY. That is all.

The EXAMINER. You are excused.

(Witness excused.)

ED SULLIVAN, Jr., was sworn and testified as follows:

Direct examination by Mr. RICHARDSON:

Q. Your name is Ed Sullivan, Jr.?

A. Yes.

Q. You live at Cherryville, North Carolina?

A. Yes.

Q. You are employed by the Carolina Freight Carriers?

A. Yes.

Q. Were you ever connected with Mauney Transfer Company?

A. Yes.

Q. During what period of time were you connected with Mauney Transfer Company?

A. During the first part of 1933, and from February
107 until August, and in 1934 from March until September.

Q. During the period of 1933, Mr. Sullivan, what were your duties with the Mauney Transfer Company?

A. Truck driver.

Q. As truck driver for the Mauney Transfer Company, do you recall any property that you transported in the trucks you were driving for the people for whom Mauney transported freight?

A. Yes, sir.

Q. Will you tell us something about what the commodities were and where you transported them to and from?

A. We transported textile machinery to and from North Carolina and South Carolina.

The EXAMINER. What points?

I don't want any general testimony. It is a waste of time when you do that. All witnesses understand that no weight will be given in saying you transported from North Carolina to South Carolina. When you name a shipment you are testifying from memory, you have got to state what point in North Carolina and what point in South Carolina, and what it was that you hauled.

I don't intend to let any of this general testimony in the record. It just clutters it up and costs money.

By Mr. RICHARDSON:

Q. Tell us with respect to the textile machinery, beginning with the textile machinery, what points in Virginia did you
108 haul it from and to what points in North Carolina or South Carolina you hauled it to.

A. Out of Alta Vista, Virginia, we hauled textile machinery; that is, speeders to Lincolnton, North Carolina, and from Alta Vista, Virginia, to Southside, North Carolina, and from Alta Vista to Long Shoals, North Carolina, and out of Salisbury, North Carolina, we moved looms to Rock Hill, South Carolina.

Q. That was from Salisbury, North Carolina, did you say?

A. Yes, to Rock Hill, South Carolina. From Charlotte, North Carolina, to Chester, South Carolina, and from Asheville, North Carolina, to Salisbury.

Q. You need not name any shipment you moved between points in North Carolina.

A. From Salisbury to Spartanburg, South Carolina.

Q. Do you recall any other machinery between points in Virginia and South Carolina and between North Carolina and South Carolina points, where they originated or were destined?

A. I think that is all I can name now.

Q. With respect to other commodities, Mr. Sullivan, tell us what you hauled, where it originated, and where you hauled it to, if you recall?

A. From Gastonia, North Carolina, to Chester, Pennsylvania, and New York City, we hauled cotton yarn.

Q. That was from Gastonia, North Carolina, did you say, too?

A. To Chester, Pennsylvania, and New York City.

Q. Tell us any other points.

109 A. From Cherryville, North Carolina, we hauled cotton yarn to Chester, Pennsylvania; New York City; Bound Brook, New Jersey; Montclair, New Jersey; Jersey City, New Jersey; Passaic, New Jersey; and Boston, Massachusetts; Providence, Rhode Island; and Pawtucket, Rhode Island.

Q. Do you recall any other points that you hauled textiles or yarns from?

A. Out of Clover, South Carolina, we hauled cotton yarn to Chester, Pennsylvania; and Clifton Heights, Pennsylvania; and out of McColl, South Carolina, we hauled cotton fabric to Conshohocken, Pennsylvania.

Q. Do you recall any other points that you hauled textiles from or to?

A. There were some more, I am sure, but I don't know any more offhand.

Q. Do you recall any more North Carolina points that you hauled cotton yarn or anything from?

A. Out of Lincolnton, North Carolina, I hauled cotton yarn to Chester, Pennsylvania, to New York City, and to Pawtucket and Providence, Rhode Island; to Boston, Massachusetts; and——

Q. Just go ahead and name all the North Carolina points or South Carolina points that you handled it from, if you can recall.

110 A. From Taylorsville, North Carolina, we hauled cotton yarn to Philadelphia, Pennsylvania; Chester and Wilmington, Delaware; and Hagerstown, Maryland.

I think that is all.

Do you want me to name anything else we hauled?

Q. Yes. I want you to name any other commodities; if that is all in connection with the yarn, I want you to go to the other commodities that you recall transporting.

A. We hauled McLarin tires out of Charlotte, North Carolina, to Boston, Massachusetts, to Laurens, Massachusetts, to New York City.

Q. Is that all you recall about the tires?

A. That is all I recall.

We hauled empty wire boxes—empty boxes containing wire spools to Harrison, New Jersey, from Charlotte, North Carolina.

Q. Boxes containing empty spools?

A. That is right.

The EXAMINER. Those are spools used in the manufacture of cotton?

The WITNESS. No, sir. Spools brass wire used in the making of asbestos comes on.

By Mr. RICHARDSON:

Q. You hauled empty spools to Harrison, New Jersey, I believe you said?

A. Yes.

Q. Do you recall any other places you transported spools to, if any?

111 A. No, sir; I think that is all.

Q. What other commodities, if you recall, did you haul to and between what points did you transport them?

A. I think that is about all that I have ever hauled north.

Q. Tell us about the south-bound commodities that you hauled, Mr. Sullivan, if any.

A. Out of Chester, Pennsylvania, we hauled empty warp rolls to Thomasville, High Point, Lexington, Belmont, and Gastonia, Cherryville, Lincolnton, North Carolina; and Clover, South Carolina; and out of Chester, Pennsylvania, we hauled petroleum products.

Q. Out of what point?

A. Marcus Hook, Pennsylvania.

Q. You hauled petroleum products?

A. That is right. To Greensboro, Winston-Salem, and Charlotte, North Carolina.

The EXAMINER. That was packed oil and greases?

The WITNESS. That was in drums. There were no packages at that time, no canned oil.

The EXAMINER. This stuff was in containers that you hauled?

The WITNESS. Yes, fifty-gallon drums.

By Mr. RICHARDSON:

Q. Were there any commodities there except the oil that you transported along at that time?

A. There were some greases in pails and tubes, you might say.

Q. All of these petroleum products were packed in packages so it could be carried on the type of equipment you had?

112 A. That is right.

Q. You didn't haul any with tank trucks?

A. No, sir.

Q. What else did you haul?

A. Out of Philadelphia, we hauled empty containers to Gastonia, and out of Harrison, New Jersey, we hauled brass wire to Charlotte.

Q. Out of Philadelphia, you hauled contajners, did you say?

A. Containers.

Q. To what points?

A. Gastonia, to several—a half dozen different mills in Gastonia.

Q. Are there any other commodities that you recall?

A. We hauled vinegar out of Inwood, West Virginia, to Albemarle and Charlotte.

We hauled canned goods, a general line of canned goods, out of Baltimore to Charlotte, Gastonia, Albemarle, Sanford, and Shelby. Out of Frederick, Maryland, we hauled canned goods to Charlotte.

Out of Baltimore, we hauled empty barrels to Asheville.

Q. Out of Baltimore, Maryland?

A. That is right.

Q. Did you haul anything else between Maryland points and North Carolina that you recall, or South Carolina or Virginia?

113 A. Not that I can recall.

Q. Do you recall any other commodities that you transported there either from North Carolina or South Carolina?

A. No, sir; I sure don't.

Q. I believe you said you went with the Mauney Transfer about 1933?

A. That is right.

Q. As truck driver for Mauney Transfer Company in 1933, was the business growing, or do you know?

A. I don't know.

Q. Did you continue in operation very long, to your knowledge?

A. Only a couple of years.

Q. I believe you said that you were with them during a period of time in 1934?

A. Yes, sir.

Q. What were your duties during that period of time?

A. During the period of time from March, 1934, until the latter part of September, the same year, I was employed as general manager.

Q. For the Mauney Transfer Company?

A. That is right.

Q. As general manager, do you have a knowledge of the business being conducted by Mauney Transfer Company at that time?

A. Yes, sir.

Q. As manager of the Mauney Transfer Company, can
114 you recall any additional commodities that were handled during the period from March 1934, until September 1934, that were not handled prior to that time?

A. No, sir.

Q. Did your company from time to time during 1934, while you were manager, transport any new commodities that were offered to your company for transportation?

A. Yes, sir; anything we could get to haul, we did. We were always looking for more business.

Q. Did you transport that business in the territory that you were operating in?

A. Yes, sir.

Q. What territory were you operating in along about that time, generally speaking?

A. Generally speaking, we were operating in and around this immediate territory from Cherryville and north, that is, Philadelphia, New York, Boston, and points en route, and we would do any local hauling that we could get.

Q. Did you operate in and out of South Carolina in that operation?

A. Yes, sir.

Q. You hauled back and forth whatever you had offered to go—was that the type of business you were doing?

A. That is right.

Q. Did you from time to time haul commodities that were
115 offered to different points than what you had theretofore hauled—did you add any new points to the points you had been going to from time to time?

A. Yes, sir. The shipper—whatever he would designate, regardless of where it was going, we would try to haul it for him. We wanted all the business we could get.

Q. You wanted to qualify that to the territory to which you were operating in, that statement?

A. Yes.

Q. Mr. Sullivan, I hand you a document. I ask you if that is your signature affixed to that document?

A. Yes, sir.

Q. And you were manager of Mauney Transfer Company at that time?

A. Yes.

Q. As manager of Mauney Transfer Company, you were authorized to sign that registration for them?

A. That is right.

Q. Is that copy of the registration under the Code of Fair Competition for the trucking industry?

A. Yes, sir.

Mr. RICHARDSON. I offer the document as exhibit No. 2.

Mr. ST. AMAND. Are the statements made in that paper correct?

The WITNESS. To the best of my knowledge, yes.

116 The EXAMINER. That correctly described the Mauney Transfer Company up to the time you left the last of September 1934?

The WITNESS. That described it up until the date of this paper.

The EXAMINER. Wasn't the situation about the same from July until September, or was there a change?

The WITNESS. Yes, it was practically the same.

The EXAMINER. Exhibit No. 2 is received in evidence.

(Exhibit No. 2, Witness Beam, was received in evidence.)

By Mr. RICHARDSON:

Q. The State on there, with the exception of the ones you named beyond New York, are the States in which you were conducting your operations generally?

A. Yes, that was the bulk.

Mr. RICHARDSON. The States listed on this paper with the exception of the ones he named north of New York.

The EXAMINER. If you were going beyond New York, why didn't you say so when you signed this?

The WITNESS. He asked for the bulk of my business.

The EXAMINER. If you were going beyond New York, why didn't you say so when you signed this for the Government?

The WITNESS. I don't know, sir.

By Mr. RICHARDSON:

Q. Did the man ask you to name the bulk of your business?

A. Mr. Wilkinson was the man that I signed this registration before.

117 Q. Do you recall whether he asked you about the bulk of your business being transferred?

A. I put it down there, the bulk of States most of our business was transacted in.

Q. That is what you recall, the States?

A. Yes.

Q. That is what you were trying to do when you put it down?

A. I named these States here, North Carolina, Virginia, Maryland, Delaware, Pennsylvania, and New Jersey.

Q. The bulk of your business at that time was not beyond New York up in the eastern States, is that correct?

A. We had just an occasional load by request. We did not solicit any freight or make any great try toward getting freight going on up into New England. The way we would take it, some shipper had a load he wanted to go up there.

The EXAMINER. That is not your regular operation, that is an occasional operation?

The WITNESS. No, sir. We didn't go up there with any regularity, but we did go maybe twice, three or four times a month.

The EXAMINER. From this statement, all over 100 percent of your traffic went to New England or other States.

By Mr. RICHARDSON:

Q. When this statement was made, Mr. Sullivan, did the bulk of your business consist of transporting textile products, if you recall?

118 A. It did going north; yes, sir.

Q. And does it still? The bulk of your business still consists of transporting textile products?

A. Yes, sir.

Q. Going north?

A. Yes, sir.

Q. In addition to textile products, do you handle other commodities if and when they are offered to you for transportation?

A. Yes, sir.

Q. Has that been the case, as well as you know?

A. Yes, sir.

Q. You are still employed by them?

A. Yes, Carolina Freight Carriers, Mauney Transfer.

Q. How many pieces of equipment does that statement indicate you were operating at the time you registered under the Code?

A. I think it was eight. I am not positive now.

Q. Does that show you were operating eight?

A. Yes, that is right.

Mr. RICHARDSON. That is all.

The EXAMINER. I would like to ask you on that, what does the rough freight mean?

The WITNESS. That is more or less asbestos, tires, anything we could get other than just small shipments, that is maybe a

119 thousand pounds from one shipper or a few hundred pounds.

The EXAMINER. Was it freight of a character that didn't require much care as the cotton factory products—what does "rough" mean?

The WITNESS. That is rather a crude statement. I don't know what it refers to unless it was to the small shipments.

By Mr. RICHARDSON:

Q. Did you say that referred to shipments other than textile products?

A. Yes, sir.

Q. That was your idea at that time?

A. Yes, sir.

The EXAMINER. All right.

Cross-examination by Mr. TOXEY:

Q. Mr. Sullivan, when you were first employed by the Mauney Transfer Company, how many vehicles did they operate, do you recall?

A. It was either three or four.

Q. When you first went with them in February 1933?

A. Yes.

Q. How many vehicles did they have when you went back with them in March 1934?

A. Six.

Q. Did they continue with six until you left them in September?

A. No, sir. The latter part of June, we added two pieces of equipment.

120 Q. That was in June 1934?

A. That is right.

Q. Didn't you retire any of the old equipment during that period of time?

A. If I recall correctly, we made several trades, but didn't less or decrease the number of units.

Q. How long have you been employed by the new concern, the Carolina Freight Carriers Corporation?

A. About four months.

Q. During the time you were employed by the predecessors in interest, about how many trips did you make from South Carolina with the traffic that you mentioned—were there very many?

A. That is from South Carolina to and from North Carolina?

Q. Hauling the various commodities you referred to, tire fabrics——

A. And the machinery and the yarn out of Clover?

Q. Yes.

A. I would say about twelve.

Q. During the whole course of your employment with them?

A. That was just one individual truck that I was driving.

Q. It didn't amount to very much, did it?

A. We thought it was quite a lot.

Q. Were you still making the same trips or approximately the same number of trips when you were general manager of
121 the concerns?

A. No, sir. I didn't make any trips at all.

Q. You discontinued entirely going into South Carolina?

A. I didn't make any trips. I stayed in the office.

Q. What about the firm?

A. The same proportion of traffic; it was just as regular as it was before.

Q. Why is South Carolina not shown on this registration form introduced as exhibit No. 2?

A. I don't know that. [Refers to Exhibit No. 2.] I have an idea the reason South Carolina was not shown was that we were not operating out of North Carolina. This stuff was delivered in these other states which we traveled through.

Q. Weren't you delivering in South Carolina?

A. Yes, sir.

Q. Is that a true and correct statement of the territory which you were covering?

A. Yes, I think so; but it does not include South Carolina, though.

Mr. TOXEY. That is all.

Redirect examination by Mr. RICHARDSON:

Q. Did you say you were instructed, at the time you made that out, that they wanted to know about where the bulk of your
122 business was being transported from and to?

A. That is right.

Q. When you were doing that; were you guided by that understanding?

A. I was guided by Mr. Wilkinson's advice on this. I asked him to more or less give me some idea as to how he wanted to fill this out, about where the bulk of this freight went, or what not, and I filled it out according to his advice by my own knowledge, and by the way he wanted it filled out, about where the bulk of my freight went, and that is how I put it down.

Q. Were the South Carolina operations a small or large portion of that bulk you talked about?

A. They were a small portion of that.

Mr. RICHARDSON. That is all.

Re-cross-examination by Mr. TOXEY:

Q. Did your South Carolina business amount to as much as your Maryland business?

A. No, sir.

Q. As much as your District of Columbia business?

A. Well, there was more business in South Carolina. We had more business out of South Carolina than we did in the District of Columbia.

Q. Why is it you didn't show South Carolina? You show only 2 percent of your total business going to or coming from the District of Columbia. There was more from South Caro-
123 lina, so why is it that you didn't show it?

A. Well, the states in which we traveled through, in this right-hand paragraph said: "through which you operate." We didn't operate through South Carolina. We didn't operate in South Carolina only to make these pick-ups or deliveries or what-not.

Q. You actually operated in the state of South Carolina though; didn't you; or did you receive it from some other connections that delivered it to you?

A. No; we received it from these plants.

Q. Direct?

A. Direct; yes.

Q. On bills of lading issued by the Mauney Transfer Company?

A. Issued by these textile plants; mills in Clover, South Carolina, and various other mills.

Q. Were you operating as contract carrier or common carrier?

A. We were operating as common carrier at that time.

Q. Did you have any contract with anyone?

A. Not to my knowledge.

Q. Is this statement correct or incorrect here as to the sort of operations you were performing in 1934?

A. Well, the statement is correct as to what Mr. Wilkinson advised me; how he advised me to fix it.

Q. You were classified as contract carrier operating under specific contract?

124 Q. Did you have any contract written with anyone or oral agreement with them?

A. Yes, sir. We had some oral agreements.

Q. Did you have any written contracts?

A. I can't say whether we did or not.

Q. How long did that situation exist—up until you left it, 1934, all the time you were with them, they operated under an agreement basis?

A. Well, we usually kept up with the hauls. These mills depended on us hauling it. They either notified us, or we knew when their shipping days were, and we would be there.

Q. You hauled so much per load?

A. So much per hundredweight.

Q. Was there an agreement as to the figures of the rate you were going to charge?

A. That is right.

Q. You had a definite agreement?

A. That is right. They were based on the rail rates.

Q. Based on the railroad rates?

A. That is right.

Q. And did you personally make trips in this truck during the six months of your employment as a driver, hauling these various commodities from and to these various points that you mentioned?

A. Yes, sir.

125 Q. You couldn't tell me about how many trips you made, for instance, of textile machinery, could you, from Altavista to Salisbury?

A. I can give you a fairly good estimate as to how many.

Q. Let's have that.

A. Ten.

Q. Ten trips during the six months' period?

A. That is right.

Q. How did you fix ten as being accurate?

A. Well, I was figuring over a period of five months, about every other trip north, we would haul a load of machinery south.

Q. Would that same ratio apply to the other commodities you hauled, about ten trips a month, or ten trips during the time you were with them?

A. No; it wouldn't. Machinery——

Q. What did you haul mostly?

A. I hauled mostly textile products.

Q. From North Carolina to the east?

A. That is right.

Q. That is your principal transportation?

A. That is our principal transportation.

Q. Very little to South Carolina or from South Carolina?

A. It was not a great deal out of South Carolina at that time.

Q. Did the increase occur while you were with them?

126 A. What time do you mean?

Q. At the time you were truck driver.

A. Yes. It did from the time I started to work with them in 1933 until I left in 1934. It had increased in South Carolina.

Q. Not sufficiently though to make any definite statement in this registration code, showing that to be an important movement?

A. Well, we were still not getting a great deal of freight from South Carolina. The bulk of it was out of North Carolina.

Mr. Toxey. That is all.

The Examiner. No questions.

Redirect examination by Mr. RICHARDSON:

Q. Did your North Carolina business also increase during that period of time?

A. Yes, sir.

Q. The ratio will stack up about the same?

A. That is right.

Q. Mr. Sullivan, in making these trips to these various points, did you have loads there that were solid loads, or did you distribute the stuff to these points that you talked about that you went to in less than truck-load quantity?

A. We would have any number of stops, maybe five or six, eight or ten, and sometimes more than that, deliveries to make on a load. Occasionally we would have a load with only one or two stops, but it was unusual.

127 Q. And would your truck be loaded from one origin, from one mill, with those shipments going to various places?

A. No, sir. We would make these pick-ups from various shippers and load Pennsylvania stuff or Pennsylvania freight on the Pennsylvania truck, or Pennsylvania and New York on a truck together, and New England freight on another truck as to make it easier to deliver.

Q. That resulted in economy in operation, too, did it?

A. That is right.

Q. By having your trucks operated in that manner, could one driver contact quite a few different points in making deliveries and pick-ups?

A. He would have to, because he would have quite a few pick-ups to make and quite a few deliveries to make.

Q. Did you make the deliveries of these shipments to the point your shippers would direct you to do in this territory in which you were operating?

A. Yes.

Mr. RICHARDSON. That is all.

Re-cross-examination by Mr. TOXEY:

Q. During the period you were with the Mauney Transfer Company, or at least, in the interim, were you employed by any other truck company, during the time you were first with them and before you went back with them?

A. No, sir.

128 Q. You were not employed by any other truck company?

A. With the City Motor Company, Cherryville, North Carolina.

Q. What sort of business are they in?

A. Dodge and Plymouth dealers.

Q. When did you go back with this new firm, Carolina Freight Carriers Corporation? I understand you are with them now.

A. Yes, sir. It was the first of July or maybe the last of June or the first of July of this year.

Q. 1938?

A. Yes.

Q. You did not work with any other truck company as a truck driver during the period of your first employment with the Mauney Transfer Company and the second time you went back with them, and between that time up to July of this year?

A. No, sir.

Mr. TOXEY. That is all.

The EXAMINER. That is all.

(Witness excused.)

J. A. BLACKWELDER was sworn and testified as follows:

Direct examination by Mr. RICHARDSON:

Q. What is your name?

A. J. A. Blackwelder.

Q. Were you connected with the Mauney Transfer Company at Cherryville, North Carolina, at any time?

129 A. Yes.

Q. What was your position with that company?

A. Secretary and treasurer.

Q. The Mauney Transfer was a corporation?

A. Yes; it was incorporated at first.

Q. About when was it incorporated, if you can recall?

A. I can't recall.

Q. I hand you a document, and ask you if that is the incorporation papers, and ask you to read the date shown thereon.

A. It is a copy of the incorporation papers. The date is the 6th day of May, 1933.

Q. Is that a copy of the incorporation papers?

A. Yes, sir.

Q. Were you secretary and treasurer of the corporation at that time?

A. Yes, sir.

Q. For how long did you continue in that position?

A. Until some time in 1935, I believe it was, when they sold to Mr. Beam.

Q. He, in turn, may have changed the name?

A. That is right.

Q. The time of the sale is based upon your recollection?

A. That is right.

The EXAMINER. You remained until Cohn and Grier Beam bought the stock of Mauney Transfer?

130 The WITNESS. That is right.

By Mr. RICHARDSON:

Q. As secretary and treasurer of the Mauney Transfer Company, did you have charge of the book records that were kept by that company?

A. Yes.

Q. Can you identify these books as being the book records of Mauney Transfer Company during the period of time or part of the period of itme that you were connected with it?

A. Yes, sir.

Q. Were those book records made by you or under your supervision?

A. Both, some by me and some under my supervision.

Q. Will you tell us something about the period of time that those books cover there, with regard to your operations, if you can recall, what the books indicate?

A. It seems this would cover a period from May through September.

Q. What year?

A. This would be September 1934, up to and including part of May 1935. This looks like it would be part of January, February, March, and April of 1934.

Q. I ask you, Mr. Blackwelder, if you recognize any of these bills or all of them as being the bills which were made out which were the records of the Mauney Transfer Company during the period of time that is indicated on the bills?

131 The EXAMINER. May I see one of those?

Mr. RICHARDSON. Yes.

The EXAMINER. The books?

Mr. RICHARDSON. Yes.

(Hands the Examiner Bills and books.)

The WITNESS. Is it necessary to look at all of them?

Mr. RICHARDSON. Satisfy yourself as to whether they are the bills of the transfer company.

The WITNESS. I am satisfied that they are true bills.

By Mr. RICHARDSON:

Q. Were those bills or were the Mauney records made under your supervision?

A. Yes.

Mr. RICHARDSON. That is all.

Cross-examination by Mr. TOXEY:

Q. Mr. Blackwelder, when did you first enter the employ of the Mauney Transfer Company?

A. Well, whenever it was—it was when we bought the first truck. It must have been in 1931.

Q. 1931?

A. Yes; but it was not a corporation until 1933.

Q. What were your duties with the concern when you first entered their employ?

A. Well, I really didn't have any official job. The only thing I did was sign checks and just look after it.

Q. Did you have anything to do with the transportation
132 end of the business securing traffic and routing of such as that?

A. No; I didn't.

Q. You didn't operate one of the trucks?

A. No.

Q. When was it that you first handled the transportation end, if you did handle it?

A. What would you call the transportation end of it—securing business?

Q. Securing the business or routing it.

A. I never did. I never did do that.

Q. Your duties were purely in a clerical capacity in the office?

A. That is right, yes.

Q. Did you personally make the entries in this book or these books that have been submitted?

A. Some, but some of them were not in my handwriting, it is in my sister's.

Q. Only two parties made entries in these books?

A. Well, I noticed by going through them a minute ago that a very small amount of notes are made in there by a different handwriting which could have been some of the drivers that come in late at night.

Q. Did the drivers have access to these books?

A. Yes.

Q. And they made entries as well as yourself?

133 A. I don't mean all the drivers, but just a couple of them. I would probably be out of town and my father would have him write entries that would probably be forgotten.

Q. What did you call these books—ledger books?

A. I suppose so.

Q. What do they show—the revenue on the shipments?

A. Yes. They show the revenue and they have the date of the bill of lading, and to make out a bill.

Q. How were the bills made, did you have any papers of any sort, papers or freight bills?

A. They were made direct from the bill of lading.

Q. So far as your personal knowledge is concerned, you have no way of determining whether these shipments were actually transported by this concern or not. They were handed to you by

the driver or some other concern, and you made the entries, is that correct?

A. I know they were. I stayed up late at night and helped load the trucks.

Q. You helped load the trucks?

A. Yes; and to see that the boys got their expense money, it was necessary that I be there.

Q. When you loaded the trucks, what traffic did they haul principally, do you recall?

A. What commodity?

Q. Yes.

134 A. Cotton yarns.

Q. That was the principal?

A. Yes.

Q. Where did it originate?

A. Cherryville, Gastonia, Hickory, Salisbury, and Belmont.

Q. Did you help load the truck at all those points?

A. No. They would pick these shipments up, bring them to the warehouse, and then segregate them, and put all——

Q. Where was the warehouse located?

A. The same place as the office, at Cherryville.

Q. Cherryville, North Carolina?

A. Yes.

Q. Do these books cover all the shipments the company made?

A. No.

Q. What commodity, what general traffic does this show?

A. Textile movement.

Q. Did you keep separate books for the other traffic that they hauled?

A. No; because most all other commodities were paid for at the time the load was picked up, so there wasn't any necessity to make an entry in the ledger like that. We would make a note of the deposit on the check stub.

Q. They were always paid in check?

A. I would say 99 percent of the time.

Q. These books only cover yarn, is that correct, yarn

135 movement from North Carolina?

A. That is all I noticed in there. There might be some rugs or hardware.

Q. You made the records in these books, did you not?

A. I made most of them.

Mr. RICHARDSON. The books will speak for themselves as to what commodities are named.

Mr. TOXEY. I was asking if he made them. He ought to know what is in them, if he made them.

The WITNESS. My memory is not that good.

Mr. RICHARDSON. We have the books. He can refresh his memory from the books.

Mr. TOXEY. He can look at them. I have no objection to his looking at them.

I don't have any other questions.

The EXAMINER. I would like to know this. Those books do cover more than textile shipments. They cover a good many shipments of oil and some local hauling. There is a good deal of purely local hauling in there, such as for the Rualne, some trips apparently to nearby places are shown on there?

The WITNESS. Yes.

The EXAMINER. What did a shipment have to do to qualify to get in that book?

The WITNESS. Well, it had to be a credit shipment, in other words.

136 The EXAMINER. How could you tell then about your cash—when you had cash shipments, how could you tell how much you were making, to whom the money belonged to, because I notice in there apparently some driver, Blackwelder or John M. Beam, every once in a while, an entry in there that somebody got one-half the trip. How do you keep your records on your cash shipments to know whose money that was?

The WITNESS. Well, I can't answer that, because I can't recall offhand.

The EXAMINER. Who were W. S. Blackwelder and J. W. Blackwelder?

The WITNESS. It must mean me and my father.

The EXAMINER. Apparently accounts for J. W. Blackwelder in those books, two of them, at least one in the name of John M. Beam. Did he own a truck and haul for you?

The WITNESS. No.

The EXAMINER. You hauled some stuff for him?

The WITNESS. We hauled some stuff for him—roofing.

The EXAMINER. What are those various entries, one who have the trip with an amount of money after it, what do they indicate?

The WITNESS. I can't ever recall an entry like that. I would like to see it.

The EXAMINER. Look at it.

Mr. RICHARDSON. Are these the shippers named that you
137 entered at the top of the book?

The WITNESS. That is right.

Mr. RICHARDSON. Indicating the firm you were hauling for?

The WITNESS. That is right.

The EXAMINER. Here is a name Richard Carpenter. You have got in there various amounts, and then you have gas, by cash.

The WITNESS. All right. We advanced him cash or we advanced him gas.

The EXAMINER. Who was Carpenter?

The WITNESS. He was a trucker that did a little hauling for us when we would get in a tight place. In other words, he would probably make a delivery for us.

The EXAMINER. What did J. W. Blackwelder do? It says "trip to Salisbury, October 6, 1934," Carpenter's hauling is right after that. What do those entries mean?

The WITNESS. Well, he probably made a trip over there in his car and we were just keeping a record of it so we could pay him for his services.

The EXAMINER. Here is one of these entries, one-half of trip. I would like to know what that means.

The WITNESS. I would, too [looks at book].

The EXAMINER. That is April 13, 1935, under account headed J. W. Blackwelder, the item is one-half of trip, $37.97.

The WITNESS. Evidently J. W. Blackwelder's name
138 doesn't mean anything up there [pause]. You see these are debits and credits on the column here.

The EXAMINER. That is on this credit side, is it now?

The WITNESS. I certainly can't recall that. Nearly all of these pages are in my writing, but this down here is my sister's writing.

The EXAMINER. I notice a good many shipments in here as "cash" and some "check." Are they all on paid-out bills?

The WITNESS. Yes, sir.

The EXAMINER. Do you mean you made one of these trips where there was some kind of one-half adjustment, such as is indicated by that thing back there. I don't know who it was with or what it was, but I figure one-half of something was arrived at. If you were paid in cash for a trip, do you mean it wouldn't be in the book at all?

The WITNESS. It should and there is in most cases in this book or one of these two or some others.

The EXAMINER. This was a day book which was supposed to reflect what your business was, so for your taxes or whatever purpose, you would have a record of what you were taking in or what you were paying out. It is headed a day book, and that is what it was, is it?

The WITNESS. Yes.

The EXAMINER. Of course, if you only put your credit business in your day book, it wouldn't reflect you' business at all, would it, if you did any cash business?

139 The WITNESS. Well, those transactions would be carried on the check stub.

The EXAMINER. They wouldn't go in this book, would they? There are a good many items in here headed just "cash." I can't understand how you arrive at it.

The WITNESS. It wouldn't mean actually cash money.

The EXAMINER. I can't understand how you arrived at this "Cash," "cash out," if you didn't have some kind of cash payments in.

The WITNESS. That page there that you have reference to could have been my father's truck, and he could have done some hauling for Mauney Transfer separate from Mauney Transfer; although at the same time he was a party of Mauney Transfer and that "cash" is where we could have advanced him money for expenses in making a particular trip, because when we were busy——

The EXAMINER. Practically all the entries in here are under pages which are headed either with the name of a cotton mill or J. W. Blackwelder or John M. Beam, or I believe, there is no name on here except the name of a cotton mill and those two individuals.

The WITNESS. Well, John M. Beam is a lumber man, and he deals in lots of roofing, and we haul lots of roofing for him.

The EXAMINER. Sometime would his private truck be prevailed of or used when you had an overflow of traffic?

140 The WITNESS. John M. Beam's wouldn't but J. W. Blackwelder's would.

The EXAMINER. His would?

The WITNESS. Yes.

The EXAMINER. Here is "trip to depot" 75 cents, a lot of them in there. You kept some records of your local hauling as well as your long distance?

The WITNESS. Yes.

The EXAMINER. I have no further question about this. Are these books and records which you were custodian of the records, turned over to Mr. Beam when he bought out the company?

The WITNESS. That is right; yes, sir.

The EXAMINER. That is all I have to ask.

By Mr. TOXEY:

Q. Are you with the Carolina Freight Carriers Corporation at the present time?

A. No.

Q. You discontinued affiliation with the trucking concern in 1935, is that correct.

A. That is right.

Redirect examination by Mr. RICHARDSON:

Q. Do you mean by that you discontinued when you sold to Mr. Beam?

A. That is right.

Q. You say 1935, to the best of your recollection?

141 A. Yes.

Q. You don't have any record here to substantiate the particular date on which the transaction was made?

A. No, not here, but since I turned that over in my mind, it might have been 1936 when we sold out. Mr. Beam, I am sure, can remember it better than I can.

Mr. RICHARDSON. That is all.

The EXAMINER. Any further questions?

Mr. TOXEY. None.

The EXAMINER. All right.

(Witness excused.)

J. T. GRIFFIS was sworn and testified as follows:

Direct examination by Mr. RICHARDSON:

Q. What is your name?

A. J. T. Griffis.

Q. Mr. Griffis, with what firm are you connected?

A. Southern Asbestos Company.

Q. Where?

A. In Charlotte.

Q. What is your position with the Southern Asbestos Company?

A. Traffic Manager and in charge of the sales.

Q. In the capacity of traffic manager and sales manager, do you have knowledge of the transportation requirements of your Company?

142 A. Yes, sir; I do.

Q. How long have you been employed as traffic manager or sales manager or both of the Southern Asbestos Company?

A. Well, I have been with my company for sixteen years. I have more or less grown into the company as it developed, and especially since 1930 I have been wholly in charge of this particular work.

Q. That is the transportation?

A. That is right.

Q. And the sales business?

A. That is right.

Q. Did you have occasion to use the transportation services of Mauney Motor Lines or Mauney Transfer Company?

A. Mauney Transfer Company, I believe—yes, I did.

Q. About what time, if you recall, did you use the services of Mauney Transfer?

A. I believe that I started in 1931.

Q. Mr. Griffis, I hand you a document, and ask you if that is a statement representing shipments transported for your company by Mauney Transfer Company prior to June 1, 1935?

A. These bills are all very familiar to me as they are the ones used by this company, and we have quite a number in our old files exactly the same as these. While there is a good many points listed here, there are perhaps other points that this company served us to.

143 Q. Do you mea' by that that there may be additional points that they transported your products to?

A. Yes. The statement of shipments here on the white piece of paper is a tabulation of these bills, and that is not a complete tabulation by any means.

The EXAMINER. Is it correct as far as those bills are concerned?

The WITNESS. Yes, it is correct. It is a good representative of the part of the country that they transported shipments to and from.

By Mr. RICHARDSON:

Q. Have you had the occasion to use the services of Mauney Transfer since the dates shown on this statement?

A. Yes, I have. I have used their services beginning 1931, and I am sure that that would take us through 1935, perhaps not altogether exclusively, because there were other trucking lines that handled some shipments for us, but they did handle our shipments during that time, and they are now handling them.

Q. They are now ha/d'ing part of your business?

A. Part of our shipments, yes.

Q. Did I understand from that, at one time, they may not have handled some of your business?

A. That might be explained in this way, that at the time of those bills, I can positively say that we have bills showing where
144 they did handle them, but later on, all that we could show would be the fact that we knew they handled the shipments on brokerage bills.

Q. Do you mean by that that the bills of lading may have carried different names?

A. Yes, but they actually transported the goods.

The EXAMINER. Whose bill of lading was it at the other times?

The WITNESS. Perhaps I had better explain it in this way. These bills, as you will see, are blanks with the names typed in, and they asked to make checks payable to this company, Mauney Transfer.

By Mr. RICHARDSON:

Q. Just at that point you mentioned something about an arrangement. Does your record indicate, or do you recall from memory whether these shipments were tendered Mauney Transfer as a result of solicitation by Mauney Transfer from you—or their representative?

A. It was their representative, because as we all know, during a period there in 1931 and 1932, business conditions were not the best in the world. We located here in the south, and had to find some way to compete with the service rendered in what we term the "north," which would be, for example, New York, New Jersey, and also the New England states.

Therefore, as we were in this muddle to try to find some way to get our goods there, we were then taking, our time was so long that we couldn't obtain the business or at least our
145 proper share of the business, and certain truck services that we had used were very unsatisfactory, Mr. Orlando Hudson came to me one day and told me about a company in Cherryville having two or three trucks, and that he represented himself as agent of certain trucking lines and on a brokerage basis, they would solicit our business and load these trucks.

The statement was made to me which sounded encouraging at that time, "Why should you bother with having so many people coming in soliciting your business with one or two trucks when we are in the business, meaning myself and Mr. Akers in Gastonia. We know all the truckers, and we will be responsible for your shipments to your various shipping points. We will pick up those shipments each day, take them to our warehouse and ship them by the trucks going out."

That relieved us of quite a burden or responsibility there. I asked the type of services he was prepared to render. He told me at that time he had two or three trucks operated by the Mauney Transfer Lines out of Cherryville, that were available for trips as we might require them and to what points our shipments were destined.

I outlined to him that we shipped generally along the Atlantic Seaboard and into the New England states; as an example, Baltimore; Philadelphia, North Wales, Pennsylvania; Trenton, New Jersey; Passaic, Paterson, New Jersey; New York City, and on into New England by Boston, Providence, Pawtucket,
146 Middletown, Connecticut; Hartford, New Haven, Worcester, Massachusetts, and could he assure me of the service especially in truck-load lots or perhaps a mixture along the lines that he might be going. He assured me he could, so we immediately started trying that service, and we found it very satisfactory,

We began to more and more use the truck service, and in addition to outbound shipments, we used that to bring in raw materials of various types, brass wire, zinc wire, in fact, most any article that we had coming in for the use in our business. They were required to bring in for us from various parts of the country.

As our business began to broaden and his activities broadened, of course, in soliciting other business, it was necessary for them to call in other trucks, and many of the trucks that they used had the name of the owners on the trucks. That is why these bills are made like that, because each truck owner would come to our place to get shipments. If we had three truck loads, there might be three different trucks.

Q. Owned by three different companies?

A. Owned by three different companies. Therefore, on these bills, our customers began to complain that they would have to get additional supply of checks to write out enough checks to pay the bills with so many different trucking companies, why couldn't we get one company inasmuch as all the checks went to the
147 same street address in the same town. I immediately asked Mr. Hudson the same question, and he thought well of that. There was some delay in getting a uniform bill.

Q. What time was that, do you recall?

A. That must have been the latter part of 1933 or 1934, to the best of my memory.

When I couldn't get any response to uniform bill, I suggested I was going to have some printed inasmuch as the combination of solicitation by Mr. Akers and Mr. Hudson, I was going to name the outfit Akers and Hudson. Promptly thereafter the bills were produced similar to that, but didn't carry each individual trucking line, but the bills and the letterheads were entitled "Akers and Hudson, Freight Brokers."

Q. Where were they located?

A. In Gastonia.

These trucks continued to haul on the same basis as they had heretofore hauled, but each time the bill would go under the name of Akers and Hudson. I believe they had some particular code numbers on there which would show them the fellow they owed the money for the hauling, rather than have each company send them the check.

Now, up to that point, you see I could produce Mauney bills, but after that point, it would be Akers and Hudson's bills.

The EXAMINER. You couldn't tell whether Mauney hauled them, whether Mauney did the hauling or some other carrier?

148 The WITNESS. Well, no; the bills would not specially show that.

By Mr. RICHARDSON:

Q. That is, these bills that you have?

A. That is right, but we knew who was hauling, because the trucks continued to bear the name, for example, on the door of the tractor, "operated and owned by Mauney Transfer," and it would also be along the bottom of the trailer, and across the side in big letters, "Akers and Hudson." That was, I suppose, my idea, because I was trying to get something uniform to go in to our customers and show that we were using a uniform method of shipping.

Q. Was it your understanding that these various truck lines after 1934, after this billhead came out, were operating in the same manner that they had operated theretofore?

A. I know that to be a fact, and I stated previously that these trucks were all marked, "owned and operated" by the particular parties who owned the truck, and in addition to that, we were continued to be solicited, and we knew that was going on. That was perfectly agreeable to us, because after all, they were taking the burden of obtaining the necessary equipment that we desire, as well as posting with us copies of insurance policies covering each individual operator that worked for them. We required the posting of the insurance to be sure that our goods were transported in a safe way.

The EXAMINER. You placed all the responsibility in one
149 place, that is Akers and Hudson, rather than against the individual trucks.

The WITNESS. That is the idea, because at that time, I think you will recall, that a shipper might have been in what you would call a little embarrassing position, because it would take all of his time answering the door for solicitations of trucks. Frankly, I got to the points where I couldn't answer them all. I asked my secretary there that whenever a trucker came in soliciting business to refer him to Mr. Hudson or the Akers and Hudson outfit in Gastonia.

By Mr. RICHARDSON:

Q. Was it your understanding that Akers and Hudson were operating as freight brokers?

A. Absolutely; yes, sir.

Q. They, in turn, secured the services of various truckers or truck owners to transport your goods?

A. That is right; yes, sir.

Q. And that they, during the period of time after 1934, were operating and calling on you and soliciting business for these various truck operators?

A. That is right; yes.

Q. They were not calling on you, leading you to believe they were going to transport the goods at all on any trucks that belonged to them?

A. No; they never did that.

Q. How long a period of time did that situation exist, if you recall?

150

A. It was my understanding that they continued—and when I say "my understanding," I am basing my statement upon the fact that these trucks continued to come in to our place with the same notations, "owned and operated" by the respective owners until the latter part of 1935; and on or about the first of 1936, those trucks were then repainted or otherwise, and the names "owned and operated" were taken off. I was then curious enough to ask the question, "Why?" It was my understanding from the information verbally given that this was to better comply with the Motor Carrier Act, that they would continue to operate what they termed "leased trucks," but they were buying certain equipment, because you couldn't operate unless you owned some equipment.

I believe that happened somewhere close to the first of 1936.

Q. Was it your understanding that up until 1936, that Mauney did not lease his truck to Akers and Hudson, but that——

The EXAMINER. I don't know how this man could have any understanding except what he saw by signs on the trucks. I think he definitely stated what he saw on the trucks and what his understanding was would not be material.

Mr. RICHARDSON. Strike that question.

By Mr. RICHARDSON:

Q. Did Akers and Hudson, when soliciting business from you, represent to you that they were still soliciting business for various operators of the trucks up until 1936?

151

A. Perhaps I could answer the question in this way, that I knew these boys both personally, as well as many of the drivers of various trucks, and it was no secret that they were freight brokers, and that they did solicit business. For example, as I was told, they would get, I believe, 20 percent commission for obtaining the shipment. Therefore——

Q. For these various truck operators?

A. For the various truck operators; yes.

Q. During the period of time that Mauney Transfer Company was transporting property for you, did you, from time to time, add to the number of commodities that they were transporting as your business conditions required?

A. Originally, they perhaps transported one commodity as a trial, so we might determine the type of service, and what we could expect from a trucking firm. That would be asbestos cloth.

I would say that was the first commodity into Trenton, New Jersey.

After receiving satisfactory service there, I asked about another very important shipping point of ours, Middletown, Connecticut. I asked them if it would be possible for them to give me some reasonable service there. It was suggested that the best way to find out was to try it. We did try it and have been ship-
152 ping by truck ever since, because the service was third-day service from the time that it left here, it was at the destination.

At that time, we were being called upon to pay a freight rate based on a minimum of a carload; otherwise, considerably higher charges would be involved. Therefore, we were then permitted or in a position to ship in smaller, more convenient, quantities, and get it there within half the time that we had previously been able to deliver it. That, of course, made it show up that we, in the south, were then in position to deliver equally as well as our competitors located many miles nearer to the plant. We were able to obtain additional business from that service, and from that point we enlarged the service to many other points both in truckloads, and then we might property be termed a "package carrier," if you were speaking in railroad terms.

We would load the truck to the capacity, but not necessarily to one destination. It would be destined all along the Atlantic Seaboard, and then we would perhaps have another truck that we would lead in cooperation with truckers for New England. We might have destined to Middletown, Connecticut, some 7,000, 8,000, or 10,000 pounds. That wasn't sufficient to completely load the truck, so we would take such towns as Waterbury, Connecticut, Hartford, New Haven, and other surrounding territory to which we would fill out the truckload with other ship-
153 ments, ranging from perhaps 500 pounds to 5,000 pounds.

Q. That was loaded on the truck when it left from this end?

A. That is right.

Q. In the beginning, you stated, I understand, that they transported outbound from here only asbestos cloth?

A. Yes.

Q. Will you tell us how the commodities which you shipped increased in number, if at all, after they started outbound from your plant here—what other commodities, if any, did you add to the list of commodities that the Mauney Transfer Company was hauling for you?

A. After we found the service they were able to render on a few commodities, we then——

Q. Name the Commodities.

A. We then informed our sales force, instead of waiting for ten days to two weeks for the customers in their respective territories to get shipments, that we had at last found a way to meet competitive conditions within the territory. Therefore, we suggested they no longer had to talk in terms of carloads, for we were in position to ship truckloads, and they would give three-day service, and at a maximum of four days to any point south of Boston or Worcester, Mass.

On that basis we then broadened our scope of using truck transportation to where it covered every commodity that we manufacture and receive and their tariffs, they show quite a
154 number of commodities of ours now. Those things have been worked into the tariff, starting back at the beginning where we first tried it on one product from that point on.

We broadened our field to include everything that we make and receive. In a simple language, we call it asbestos textile products, principally cloth, yarn, packings, tapes, tubings, and there are many other products there.

Q. Brake linings?

A. Brake-lining materials, but not the finished brake lining.

Q. Did Mauney Transfer Company from time to time as your business grew—was he given these various commodities to haul outbound from your place?

A. Yes, he was; and he was also given commodities to bring back, as I started before, principally brass wire, brass, zinc, and copper wire.

When we finished with the spools and cases with which the wire was shipped, we, of course, had to return these to points like Ansonia, Connecticut; Perth Amboy, New Jersey; New York City; Ossining, New York; Rome, New York; Newark, New Jersey, and the principal wire-manufacturing points.

Q. Did you feel free to call on Mauney Transfer Company to transport these various commodities you were adding to your products or the raw materials you were gradually adding to the list of materials coming in to you?

A. We felt perfectly free to do that, because they so-
155 licited our business on the basis that they were hauling everything and were prepared to haul everything that anybody cared to offer them for transportation.

Q. Did you feel free to call upon them to go to different points from time to time from points they had theretofore gone to?

A. They did do that.

Q. In the Seaboard territory that you described a while ago?

A. Yes, sir. We felt perfectly free to do that, because they had represented themselves as wanting to do it, as well as being prepared in the way of equipment and regularly covering that terri-

tory. I mean that territory along the Atlantic Seaboard to New York and into the New England states.

Q. Did you find that the motor truck service rendered to you by Mauney Transfer Company was advantageous to your company in enabling you to better serve your customers up and down the road there?

A. I positively do. It not only enabled us to better serve our customers, but enabled us to meet competition which is located in the territory, and deliveries was not a factor with them like it had formerly been with us. We had about come to the point where we either had to close this plant up here or make it a paying proposition. In 1930, our management was rearranged, and the company sent a new man here to take charge with specific
156 instructions to either see that this company sold enough merchandise to make it a paying proposition or close up.

Q. Did the trucking industry play an important part in making that pay?

A. Well, after all, had we not been able to deliver it on a par with our competitors, we certainly would not have been able to stay in business; and we would not have been able to give the trucking industry something over 7,500,000 pounds of freight last year.

Q. Mr. Griffis, from time to time, did you find customers calling for your goods at different points, that is in the territory up and down the Atlantic Seaboard, would you develop any new accounts for your goods—in other words, located in different towns along the way?

A. I am glad you asked that question. That reminds me of starting a fire on top of a hill on a dark night.

Without exaggerating the story, our accounts that had been receiving truck service are in a group that more or less, shall we say fraternize among each other, and what one gets, when he finds 'omething, he usually tells the other one about it, so we have had calls, telephone calls, and believe it or not, from our competitors telling us that knowing of the service we have been able to render in that part of the country, and their product is so crowded, would we sell them some merchandise, and when could we deliver
157 it. I would tell them from two to three day service. I recently took an order for 15,000 pounds on this basis. The customer asked me when I could deliver it—on Friday, and I responded that the order would be there at 8 o'clock Monday morning. I got the order, and the material was delivered on that basis, that if I could deliver it by that time I would get the order, but if I couldn't deliver it by that time, I wouldn't get the order.

Q. Where was that shipment destined to?

A. It happened to be destined to North Brookfield, Massachusetts.

Q. Is that a point you serve?

A. That is a competitive manufacturing point.

The EXAMINER. Who moved the freight?

The WITNESS. Carolina Freight Carriers.

The EXAMINER. Was that recently?

The WITNESS. Yes, sir. That is representative of what we have been able to do with an honest-to-goodness truck service, if you will pardon the expression.

By Mr. RICHARDSON:

Q. From the beginning in 1931 and 1932, on down, based upon the representative of Mauney Transfer or Mauney Transfer representative calling on you, did you expect them to transport to these various points as they developed from time to time along with your business—the new points?

A. Yes, we did. They, of course, started with only one point and then continued on to many points. I suppose that every week there were different shipping points, requiring that
158 rates be figured, and everything taken into consideration by calling and finding out whether they would be able to handle the shipment to this point and that point. We would always take a complete load of shipments regardless of points destined within that territory, and give them all the shipments. If we didn't know the rates, we would give it to them without rates. They would figure the rates and fill in the blanks as to the rates later on.

We don't confine our shipments to any specific point by truck or by rail or by any other method of transportation. If we thought that we could get the same service to other points as we had been getting to the few points, we would always ship it by truck. We were always assured and later it was confirmed that those points were properly served and efficiently as the first ones that we started with.

I believe today that there are about three hundred shipping points that are being served by truck. That might sound like only a few points, but when you consider that our business is not a retail business, it is volume business. All of our products must go, except in a few cases, to other manufacturers or converters.

People will buy our products such as yarn, and we have it in many forms of finished products. For example, brake lining, they will buy the cloth, rubberize it, and make it into packings. They would also buy the cloth and make it into fire
159 prevention suits or clothes, gloves, mittens, and many other things.

Q. Mr. Griffis, based upon your knowledge of business conditions, and your observation with regard to business, would you say the importance of the truck service to other industries in this territory applied in like manner with what you have described in connection with yours?

A. It happens that we have a textile plant in Charlotte and also in Trenton, New Jersey. Our textile plant in Trenton is located on the opposite side of the road to our finishing plant. Due to the service we are able to get from the trucking industry and the lack of business, generally our northern plant stands idle today; whereas, our southern plant is running. We are producing all that we can at the present time here because to Trenton, New Jersey, we have an overnight service. That shipment leaves here today, and we can be assured that sometime tomorrow afternoon, ordinarily in the evening, that is going to be delivered. That could just as well resulted in this plant being closed down, and that one up there running, had it not been for the fact that we are in position to get today, a service that was not available ten years ago.

Q. Does your knowledge of general business conditions lead you to believe that the service as applied to your company would be the same to other industries or manufacturers in this territory?

160 The EXAMINER. How is that material in this case, after all?

Mr. RICHARDSON. Strike the question.

The EXAMINER. I think this man is an excellent witness and knows the truck business. I believe it is not the issue in this case what the necessities of the public may be as to truck service. The issue in this case is what did Mauney Transfer Company do before June 1, 1935, and what did Mauney Transfer Company do after June 1, 1935, up until the time Mauney Transfer Company became Carolina Freight Carriers Corporation, when the name of the corporation was changed, if the name was changed or if a new one was formed, from then on, what they did, that is the only issue in this case, whatever the needs of anybody may be. That would be a question of public convenience and necessity, which is not at all the issue here, because this company can continue to do what its predecessor did on June 1, 1935, whether anybody needs it or not.

Mr. RICHARDSON. That is all I have.

The EXAMINER. All right.

Cross-examination by Mr. TOXEY:

Q. You employed the Mauney Transfer Company in about 1931?

A. Through their representative, yes.

Q. Did you deal directly with Mauney Transfer Company or through brokerage?

161 A. Through their representative, Mr. Hudson, representing himself. Originally, as I stated, his original representation to me was that he had perhaps two or three trucks available in Cherryville under the name of Mauney Transfer Company, and that they were regularly hauling materials, but he knew that they could haul more and therefore, he had been given permission to solicit for them on a commission or brokerage basis.

Q. So you did not deal directly with Mauney Transfer Company, but only through Mr. Hudson?

A. I assume that would be dealing directly with them if he had been given permission by them to represent them. That would be the same as dealing with them, in my opinion.

Q. Do you know whether or not he was employed by the Mauney Transfer Company?

A. He was, of course, paid on a commission basis, which in our business constitutes employment.

Q. He was a freight broker, and not only represented this particular truck line, but many more.

A. That is true. We have some salesmen in the same way, but still we call them our representatives. As a matter of fact, they are.

The EXAMINER. The point I want to get in there, Mr. Toxey, is, that up until—let us say some time in July 1933, at least so far as the tangible evidence is concerned that is here today,

162 you paid directly to the Mauney Transfer Company for the transportation that was furnished for their trucks—you paid them directly?

The WITNESS. We, or their customers. As an example, our shipment might move on a collect basis.

The EXAMINER. But the bills were in their names and the payment was made direct to them?

The WITNESS. That is right.

The EXAMINER. Some time along in there, I take it, that must have been about the last bills that you had which were made out in the name of Mauney Transfer. Undoubtedly you got the latest ones that were made in their names prior to June 1, 1935, because the issue in this case is to show what they were doing on June 1, 1935.

The WITNESS. I think so.

By Mr. TOXEY:

Q. Thereafter the bills for such transportation as may have been performed by trucks owned by Mauney Transfer were rendered in the name of Akers and Hudson?

A. That is right; as brokers.

Q. The bills were in their names?

A. I paid them.

Q. All the hauling which was done on bills rendered in that name of Akers and Hudson and on freight bills issued in their names was not done by Mauney Transfer, however?

A. Nos, sir; many of them.

163 Q. Whom did you hold responsible for any damage to shipments which you intrusted the carriers operating under bills in the names of Akers and Hudson?

A. The operators themselves.

Q. You would proceed directly?

A. Well, let me explain the point in this way. As new operators, for example, might be taken on, these operators' insurance policies, or may I say insurance agents, would give us a statement to the effect that they were properly insured and the premiums paid. The insurance company did that for us, and I further asked the insurance company for this protection at any time that any of these operators for any reason should be eliminated by insurance to give me notice of that.

The EXAMINER. If the insurance lapsed, they were to notify you?

The WITNESS. They notified me.

The EXAMINER. Did you ever see any of those insurance policies?

The WITNESS. I am sure that I saw some of the policies, but being more or less a routine proposition, I would usually get those policies and pass them along to the files, because I suppose it is like all other insurance policies, you don't pay much attention to it except for the fact that you have got the proper insurance coverage.

164 The EXAMINER. No doubt during that period July 1933, when this arrangement began to be used up until some time late in 1935 or early 1936, when there was some change at least upon the manifestations upon the trucks used, you had some damages claims arising out of transportation on Akers and Hudson bills?

The WITNESS. Our damages by any method of transportation due to the commodity itself is almost unbelievably small.

The EXAMINER. It is not a breakable or perishable commodity?

The WITNESS. I do remember one time that there appeared to be some damage, but we never made a charge because it didn't require very much work or expenditure, so we didn't call them in, because it was due to heavy sleet and ice. A truck load of our stuff, as well as the driver, went into the icy waters. All that was necessary to do to that material was to take it out and dry it and use it. Damage claims, other than a fire, and most of that won't burn, is something that we really have little to worry about.

The EXAMINER. Your damages result more from misdelivery or delay?

The WITNESS. Loss.

The EXAMINER. Did you have any of those?

The WITNESS. I can't recall having a completely lost shipment.

165 The EXAMINER. Whom would you have expected to settle directly with you, Akers and Hudson, or some carrier?

The WITNESS. Naturally, in a case like that, I would have gone to my insurance policy and would have found out what this insurance policy covered, and it is my remembrance of the matter now that each individual was covered by a policy.

The EXAMINER. You would go to the individual policy?

The WITNESS. Yes.

The EXAMINER. When you called Akrers and Hudson to pick up a shipment, or if they called you to see if you had any shipment, did you ever designate whose truck you wanted to haul the shipment?

The WITNESS. No. When I was leaving that in their hands, I figured that they should put it on the equipment or the truck.

The EXAMINER. You left that to their discretion?

The WITNESS. I left that more or less to their discretion.

The EXAMINER. That may have been any carrier who was operating under bills of lading bearing the name of Akers and Hudson, with whatever other description was on there?

The WITNESS. That is all very true. Of course, I could name several of them that I know positively did operate, and of course, being as close to it as I was, as I was handling the shipments along with one other member of our organization, the shipping

166 clerk, I could know daily just about whose equipment was being used.

The EXAMINER. All of this equipment had the name on the cab of the tractor, I suppose, usually on the door?

The WITNESS. Yes.

The EXAMINER. Owned and operated by Mauney Transfer or whoever else was the operator?

The WITNESS. That is true.

The EXAMINER. And on the trailer in large letters across the front and across the side was A & H or Akers and Hudson?

The WITNESS. I believe that for a long time Akers and Hudson was across the side.

Of course, there were times, you know, when, as their business developed, they would employ trucks that didn't even have any name on it at all.

The EXAMINER. If the truck came there sent by them, what inquiry would you make as to who the trucker was, if any, or would you call them to see if they sent him there?

The WITNESS. It wasn't necessary to do that.

The WITNESS. I mean if that was one that didn't have any name on the truck.

The WITNESS. I might answer your question in this way; suppose we had truck load of material to be transported. I would have called one of the boys that I was familiar with, and tel' him what I had. He would say, "Well, I don't have any of my regular trucks available, but I know where I can
167 get hold of a man. Will this fellow be satisfactory?"

I would answer with this statement, "It is O. K. by me, providing he has the necessary insurance, and what kind of truck does he have, and what shall I expect?"

He would proceed to tell me he had a certain type of truck, etc. When this man came in, after that description, there would hardly be any occasion to call and verify.

The EXAMINER. You would know before?

The WITNESS. Yes.

The EXAMINER. He would carry it on the Akers and Hudson bill of lading?

The WITNESS. That is right. If it was some of the regular equipment such a' Mauney, Hewitt, Lindley, Slagerhoff, Schlets, I mention those because I know those. They were coming in frequently, and there would be no question about those at all.

The EXAMINER. You would know that was one of the group who were operating on these Akers and Hudson bills of lading?

The WITNESS. Yes.

The EXAMINER. I see. I have no further questions.

By Mr. TOXEY:

Q. Did Akers and Hudson own any equipment at all that you knew of at the time you were dealing with them?

A. Not to my knowledge.

Q. They were purely and simply freight brokers?

A. That is my understanding. They solicited it themselves.

The EXAMINER. All the trucks that hauled for you, to
168 your recollection, on bills of lading bearing the name "Akers and Hudson" had some owned and operated name on the truck up until June 1, 1935?

The WITNESS. I would say yes, they had on their owned and operated.

The EXAMINER. By some name?

The WITNESS. By some name other than Akers and Hudson unless it was a plain truck, as I previously explained, until sometime the latter part of 1935.

By Mr. TOXEY:

Q. Even the unnamed trucks, were they not represented to you as being owned and operated by Akers and Hudson?

A. No, sir. That was plainly understood. In fact, I was responsible for the letterhead, I think, being changed, because it sounded like——

Mr. RICHARDSON. Did they have some correspondence or letterheads with that on it, the freight brokers?

The WITNESS. Yes.

Mr. RICHARDSON. What time was that, if you recall?

The WITNESS. That was back in the early days. It must have been perhaps in 1931 or 1932, I don't know whether it was as late as 1933 or not.

Mr. Richardson. Did I understand you to say it was at your suggestion that this name, Akers and Hudson, was adopted by Mr. Akers and Mr. Hudson?

The WITNESS. I think I could be called guilty of that,
169 yes. They had to name it something.

Mr. RICHARDSON. That was for the purpose of simplifying?

The WITNESS. Yes.

Mr. RICHARDSON. Issuing checks and to simplify your bookkeeping records, and not as a matter of giving it to them as a motor carrier?

The WITNESS. That is the idea. In other words, we knew the same lines would continue to handle it, but our business required that we go to the manufacturers throughout the country so to speak, so we naturally had to represent ourselves the same way, and we couldn't do it with a lot of little carriers, and asking them to write out so many different checks, and they would pick it up right quick that it was going to the same address and the same city. They would know it was the same outfit.

By Mr. TOXEY:

Q. Since 1936, have you continued to do business with Akers and Hudson or with the Carolina Freight Carriers directly?

A. Both.

Q. Akers and Hudson performed the transportation for you?

A. Yes, sir.

Q. As well as the Carolina Freight Carriers?

A. That is right.

Mr. RICHARDSON. Since 1936, Akrers and Hudson has been representing to you that they have been transporting the
170 goods or trucks owned by them?

The WITNESS. Not necessarily all trucks. It was my understanding that they owned part of the equipment, but still leased quite a number of trucks.

By Mr. TOXEY:

Q. You don't mean by that that they owned part of the old Mauney Transportation equipment, do you?

A. I would say that they owned certain trucks themselves outright.

Mr. RICHARDSON. You are speaking of 1936 now?

Mr. TOXEY. Yes.

The WITNESS. I understand that they owned certain trucks outright.

By Mr. TOXEY:

Q. They have since gone into the trucking business?

A. That is right.

Q. They are not in the brokerage business any longer?

A. And in addition to the trucks they owned, it was my understanding that they would, for example, take a man that owns a truck and lease it from him to do hauling for them, and take a certain percentage of the revenue as payment for the services rendered.

Mr. RICHARDSON. That has been since 1936, that you are speaking of now?

The WITNESS. Yes.

By Mr. TOXEY:

171 Q. They didn't have that sort of arrangement prior to that time, did they, prior to June 1, 1935, that they leased someone else's trucks?

A. I don't believe they actually had leases. Of course, you understand that is their business, not mine. I don't know what they did or what they didn't do, but it would have been my understanding that prior to that time, they didn't have the equipment themselves leased by any means. They were free to haul for themselves, or they could haul for them as the case may be. I understand they did do their own hauling as well as do the hauling for Akers and Hudson.

Q. Askers and Hudson were simply brokers?

A. That is right.

The EXAMINER. All the hauling Mauney Transfer equipment did for you between, say, July, 1933, and some later day, I suppose after January 1, 1936, was done through the relationship with Akers and Hudson, and not directly with them in their own name, were you?

The WITNESS. Perhaps I forced them to do that because when they would solicit business from me, I would ask them to go through as Akers and Hudson.

Redirect examination by Mr. RICHARDSON:

Q. But you did have them to call on your direct for shipments during that period of time?

A. The trucks did, yes.

Q. Mauney Transfer?

172 A. Yes.

Q. You would refer them back to Akers and Hudson as brokers in handling your business?

A. Yes. You see we had, as the truckers call it, the "gold bricks" coming down, which would be small cases of wire. You could put fifteen or twenty thousand pounds of these cases of this wire, and it would be no taller than just to cover the floor. I come to know these boys very well, and they come to know me, and they would say, "when are you going to have another shipment of wire coming out, can't you get them to let me have that one?"

I would tell them each time that they had better see Mr. Hudson. As the old saying goes, "you can hardly serve two masters," so I told them to see him and let him arrange that for them.

Q. That was merely to relieve you of the details of each individual operator?

A. That is true.

Mr. RICHARDSON. That is all.

The EXAMINER. That is all.

(Witness excused.)

A. D. EUBANKS was sworn and testified as follows:

Direct examination by Mr. RICHARDSON:

Q. What is your name?

173 A. A. D. Eubanks.

Q. By whom are you employed?

A. Shell Union Oil Corporation.

Q. Where is your office located?

A. The district office is in the First National Bank Building in Charlotte.

Q. Here in Charlotte?

A. Yes.

Q. How long have you been connected with this Charlotte office?

A. Nearly six years.

Q. What are your duties with the Shell Union Oil Company?

A. My title is Division Transportation Supervisor. In that capacity, I have jurisdiction over all transportation.

Q. In your territory?

A. In North Carolina and South Carolina and Danville, Virginia.

Q. Prior to June 1, 1935, have you had occasion to use the services of Mauney Transfer Company in transporting your company's products?

A. Yes.

Q. Where did this business originate?

A. It originated at Sewarren, New Jersey.

Q. What did it consist of?

A. Petroleum products.

Q. Did he bring that down here in tank trucks, in bulk, or
174 in packages?

A. In packages.

Q. You say "petroleum products"; do you say the things an oil company usually handles?

A. Packages, boxes, drums, and cans.

Q. Lubricating oils and greases?

A. Yes; lubricating oils and greases.

Q. Can you recall about the time that you first employed the services of Mauney Transfer?

A. It was either the latter part of 1933, and I am positive 1934. I don't remember whether we did employ them in 1933 or not.

Q. Have they continued to transport for you from time to time as business conditions required since then?

A. Yes.

Q. Can you tell us something prior to June 1, 1935, about the destinations that were served, as you recall them?

A. As well as I remember, I don't recall the representative's name of the Mauney Transfer Company, but they did submit to me a scale of rates which our company requires. We always require some set scale of rates which we shall pay for their services. I do remember that they submitted me this schedule, showing a rate of 40 cents per hundredweight to points in North Carolina,
north of a certain line. I don't recall whether it was Char-
175 lotte, but I think it was Charlotte. Salisbury, and more or less in that general direction, and south of that line, they quoted a rate of 45 cents per hundredweight. I do recall that.

Q. That was when you first employed them?

A. Yes.

Q. Did this schedule of rates that you speak of apply to a great many points in North and South Carolina or only a few points?

A. As I remember it, it was to apply to all points. I am not positive of that.

Q. Were these points named in this schedule or rates, as you recall it, or just a proposition by territory?

A. I don't remember. All I do remember is that they did have a rate of 40 cents per hundredweight north of a certain line; I don't remember whether they listed the points or not.

Q. And they had a different rate south of that line?

A. Yes.

Q. Did that 45 cents rate apply on over into South Carolina as well?

A. Yes.

Q. Can you name some definite point, if you can recall, to which they transported your commodities, if you can recall?

A. I am not positive. I know they have hauled a good many shipments for us, but I am not positive to what points they did haul. I know they did haul to Charlotte.

176 Q. You mean that you are not positive as to all the points that he hauled?

A. Yes. I know they did haul a good many, but I am not positive as to each particular point, except I do know they hauled to Charlotte. Possibly Hickory, Salisbury, Lincolnton, Greensboro, Danville, Virginia, Florence, South Carolina, possibly Spartanburg, South Carolina, and Greenville, South Carolina. There could possibly be more points they hauled to but I just don't recall which ones.

The EXAMINER. Was that all from Sewarren, New Jersey?

The WITNESS. Possibly.

The EXAMINER. Did they haul empties back?

The WITNESS. They may, but I just don't recall. I don't think they did, but I am not positive about it.

By Mr. RICHARDSON:

Q. In soliciting business from you, did Mauney Transfer Company send a man to you and ask for this business, or did you call them?

A. They solicited the business, and of course, we gave them trial shipments which proved satisfactory, and since then, they have been hauling continually for us.

Q. Did they in solicitation, did they lead you to believe they would serve all these points north and south of this line that you mentioned a while ago?

A. Yes.

Q. Just as you had shipments developing to those points?

177 A. Yes.

Q. Can you tell us whether or not the number of points has increased from time to time that you do call on them to serve as business conditions require?

A. Yes. It has increased, I feel sure.

Q. Did you feel free to call on them to serve any points here in your territory that you may have had shipments going to?

A. Yes.

Q. Has the Carolina Freight Carriers Corporation been serving your company, too, since the name was changed?

A. Yes.

Q. Was it your understanding that Mauney Transfer Company was changed over to the Carolina Freight Carriers Corporation?

A. Yes; it is my understanding.

Mr. RICHARDSON. That is all.

Cross-examination by Mr. TOXEY:

Q. Did the Mauney Transfer Company serve any points prior to June 1, 1935, that were not served by other trucking companies to which you shipped?

A. At that time, I just don't recall whether they did or not, but I do know that the Mauney Transfer Company was one of the first trucking companies that we did use. We could have used at that time either Mauney Transfer or one of the other trucking concerns. I don't know which one started for us first.

178 Q. With the exception of Charlotte then, you can't definitely state that the Mauney Transfer transported traffic to any particular point in which you were interested prior or on June 1, 1935?

A. I can definitely state that I know that they hauled to points other than Charlotte, but I don't recall exactly what points they were by name.

Q. Would that be in North Carolina or South Carolina or both?

A. Both.

Q. You have very positive recollection of that?

A. Yes.

Q. Yet you don't know what points they transported traffic to for your company?

A. I don't recall. I don't want to say definitely, because I know that they did haul to possibly all the points, but rather than say any definite point that they may have missed and they might not have hauled to some point that I might mention.

Q. There was a possibility that the other trucking company transported to these additional points in North Carolina and South Carolina and not the Mauney Transfer, is that correct?

A. Well, I used them all naturally.

Q. When did you start using them in that manner?

A. It was either the latter part of 1933 or some time in 1934 that I started using them.

179 Q. Did you deal directly with Mauney Transfer Company or with some broker.

A. No. Directly through the Mauney Transfer.

Q. Did they perform the transportation from points or origin to destination?

A. As far as I know, they did. I am in the office there, and of course, I never did see any equipment whatsoever. All that I know is that they rendered invoices and we paid them and such forms as we had, they signed as receiving the goods.

Q. Has anyone made any effort to secure from your files a record of the shipments that moved on or prior to June 1, 1935? I am talking about shipments of the Mauney Transfer.

A. I don't recall. I have had a number of companies call on me for that information, but it was so unhandy for me to find those records, especially in a small office. We don't keep them. We had either sent them to our head office to be kept, but I felt that they had so much to do up there, that I didn't call on them for it.

Q. Do I understand from that the records would be destroyed?

A. Possibly we would. I don't know.

Mr. TOXEY. That is all.

The EXAMINER. Have Carolina Freight Carriers Corporation transported for you since their organization?

The WITNESS. Yes, sir.

The EXAMINER. Refreshing your memory regarding certain testimony that you gave in another case, No. MC 3619 Sub 1, application of Ratliff and Ratliff, here is that case *that case*, and I recall your testimony. If I am not right, correct me. You stated that as to points in North Carolina and South Carolina, east of U. S. highway No. 29, you had but three carriers whom you were using and upon whom you could depend for your service. They were, namely, McLean Trucking Company, Ratliff and Ratliff, and, I believe, Kelly of Sumter or Florence?

180

The WITNESS. Yes, sir; that is correct.

The EXAMINER. From that testimony, am I to understand that the carriage which Carolina Freight Carriers Corporation is performing for your company at the present and in the recent past has been only to the points on U. S. Highway No. 29 or west thereof?

The WITNESS. We have only been using Ratliff and Ratliff, also Kelly and McLean. We just started using those, I think I said, about two years ago, possibly. Prior to that time, we used the Mauney Transfer Company and other trucking concern almost just those two trucking companies altogether, and they did haul all over North and South Carolina at that time.

The EXAMINER. I mean in the recent past.

The WITNESS. In the recent past, when I find it necessary, which does occur at times, these other trucking concerns may be overloaded, and I do have to get shipments out right on the spur of the moment, so I call on various ones to see whether they can get a truck out just when I want it.

181

The EXAMINER. Have you recently used Carolina Freight Carriers Corporation for points east of U. S. highway No. 29, if you can remember?

The WITNESS. I recently gave them a load to Durham, Burlington, and Greensboro. I think they are east of that line.

The EXAMINER. They are all except Greensboro. Durham and Burlington are.

I merely want to get this straight as to which testimony I can rely on. It happens in the same day, and in one testimony to the effect that you need the service of a carrier, Ratliff and Ratliff, by reason of the fact you are shipping in the same territory which he wants to serve, of only two dependable motor carriers, neither of which was named as the Carolina Freight Carriers Corporation.

I want to understand clearly now what the situation is.

The WITNESS. We were shipping practically everything by rail, or possibly all of it as far as I can remember up until the time we did start using Mauney Transfer and this other trucking concern which is the G & M Motor Transfer Company in Statesville. We used those two trucking concerns and rail practically altogether.

Since most of our depots and distributors began asking for
182 trucking shipments, naturally I had to get more trucking concerns, which brought in Ratliff and Ratliff, McLean and Kelly.

The EXAMINER. But you still are using Carolina Freight Carriers Corporation to some extent?

The WITNESS. To some extent, but slightly in that section.

The EXAMINER. You are using them west of 29 and points on No. 29?

The WITNESS. West principally, on and west. I always try to give Carolina Freight Carriers points.

The EXAMINER. In their home territory?

The WITNESS. That is right.

The EXAMINER. Territory around Cherryville, is that right?

The WITNESS. But I have always used them over both states.

The EXAMINER. Have they ever refused to haul any shipment for you?

The WITNESS. No.

By Mr. TOXEY:

Q. Did that same condition exist on and before June 1, 1935, your transportation that the Carolina Freight Carriers performed for you, is that on and west of U. S. highway No. 29?

A. I don't believe I quite get your question.

Q. I mean is this operation you are now having performed for you, has that been continued since you first started with the predecessor in interest, the Mauney Transfer Company?

183 A. I have got the headache. I am sorry.

Q. Was the Mauney Transfer Company and the present company, Carolina Freight Carriers Corporation hauling over more territory now that they were in 1935?

A. No, they are not hauling over more territory now. We have increased their tonnage by giving them more points on and west of U. S. 21.

Q. Are they hauling to substantially more points than they were in 1935?

A. I have taken most of those points east away from them, and they are hauling west of that line as they did before.

Mr. TOXEY. That is all.

Redirect examination by Mr. RICHARDSON:

Q. Would you feel free to call on Carolina Freight Carriers at this time to serve you east of highway No. 29, if you have business going down there?

A. If I had a reason to call them, I would.

Q. Would you expect them to move your business to those places if and when you called them?

A. Yes.

Mr. RICHARDSON. That is all.

The EXAMINER. Are there any further questions?

Mr. TOXEY. No.

The EXAMINER. All Right.

(Witness excused.)

184 The EXAMINER. Exhibit No. 3, which is a statement identified and testified to by the Witness Griffis will be received in evidence.

(Exhibit No. 3, Witness Griffis, was received in evidence.)

WEBB DELLINGER was sworn and testified as follows:

Direct examination by Mr. RICHARDSON:

Q. What is your name?

A. Webb Dellinger.

Q. You are employed at the present time by the Carolina Freight Carriers Corporation at Cherryville?

A. No, sir, not at the present time.

Q. Were you employed by the Mauney Transfer Company of Cherryville at any time?

A. Yes, sir.

Q. Will you tell us what period of time, that is beginning when you began work for them and when you quit?

A. I began work with Mauney Transfer Company in March of 1931.

Q. What was your position?

A. Driving a truck.

Q. As truck driver, how long did you work for them?

A. I worked for them on up until Carolina Freight Carriers was formed, up until about two months ago.

Q. During the period prior to June 1, 1935, Mr. Dellinger, if you can recall, tell us something about the commodities
185 which you transported on the trucks you were driving.

and the name of the commodity, point of origin, and points of destination.

A. Well, I hauled cotton mill products and cotton yarn and things manufactured in cotton mills.

Q. Where did you haul them from and to?

A. From Gastonia, North Carolina, to Baltimore, Maryland; Elk Mills, Maryland; Philadelphia, Chester, and Reading, Pennsylvania; Pottstown, on up as far as Hazelton, Wilkes-Barre, Scranton, and New Jersey to Riverside, Trenton, Bound Brook, Newark, Jersey City, Passaic, Paterson, into New York City, and up into the New England states, Bridgeport, Connecticut; New Haven, Providence and Pawtucket, Rhode Island, into Boston, Massachusetts; Worcester, and from Cherryville and Lincolnton, Belmont, North Carolina, Clover, South Carolina, to practically all the same points that I mentioned and from Gastonia.

Q. Points in the same states and those in the vicinity?

A. Y

Q. Did you transport any of those cotton mill products to Delaware points?

A. Wilmington, Delaware.

Q. Did you transport any in Virginia, that you recall?

A. No, sir, not that I recall.

Q. And other states?

186 A. Not as I recall, I didn't.

Q. You don't recall any?

A. No.

The EXAMINER. Before you go on, what kind of cotton factory products were those—yarn?

By Mr. RICHARDSON:

Q. Can you name what you hauled?

A. Yarn, and other things manufactured by a cotton mill.

The EXAMINER. Did you haul any piece goods?

The WITNESS. Yes, sir.

By Mr. RICHARDSON:

Q. Where did that come from?

A. I got some out of Gastonia, I think, the best I can remember.

Q. You didn't get any of that at Cherryville and these other places?

A. Those other places don't make it.

Q. Most of the piece goods were out of Gastonia?

A. I think that is where we got ours, but I am not positively certain. We hauled McLarin tires out of Charlotte.

Q. Where did they go?

A. They went to New York City; Boston, Massachusetts, and Lawrence, Massachusetts.

Q. Was it being moved from mill site to mill site?

Q. What other commodities, if any?

A. I hauled asbestos products to Philadelphia.

Q. What did they originate?

A. Charlotte, Southern Asbestos to Philadelphia, and
187 North Wales, Pennsylvania; Trenton, New Jersey; Newark, Passaic, Paterson, New York City; Middletown, Connecticut; Providence, and Pawtucket, Rhode Island; Boston, Massachusetts, and Hudson, Massachusetts.

Q. Any other commodity? Do you recall anything else that you hauled from North Carolina?

A. I hauled textile machinery.

Q. Where did you haul that from?

A. Out of Altavista, Virginia, to Lincolnton, North Carolina, and I hauled machinery from Salisbury, North Carolina, into South Carolina, Rock Hill. We hauled machinery from Kershaw, South Carolina, to Cherryville, North Carolina.

Q. About this machinery that you are talking about, did that machinery come out of mills—was it used machinery, or do you know?

A. Sir?

Q. Was the machinery you are talking about used machinery or was it new?

A. This I am speaking about at this particular time was used machinery.

Q. Was it being moved from mill site to mill site?

A. That is right.

Q. Were these mill sites always in the town or sometimes located at a distance from the town?

A. Sometimes it was located out of town.

188 Q. Can you recall any particular town that would be illustrative of that?

A. Lincolnton—I hauled machinery from Altavista to Lincolnton, and the mill was outside of Lincolnton.

Q. About how many miles, would you say?

A. Between two or three miles.

Q. Do you recall anything else that you hauled during that period of time, Mr. Dellinger?

A. I hauled tire fabric from McColl, South Carolina, to Conshohocken, Pennsylvania.

Q. Anything else?

A. I hauled empty boxes with wire spools to put wire on from Charlotte to Perth Amboy, New Jersey, Harrison, New Jersey, and I believe that is all.

Q. Are there any other commodities that you recall northbound?

(No response.)

Q. What did your southbound movement consist of, if you can recall?

A. Well, we hauled petroleum products.

Q. Where did that originate?

A. From Sewarren, New Jersey, and from Marcus Hook, Pennsylvania.

Q. To what points?

A. To points in North Carolina and South Carolina: In North Carolina, Raleigh, Durham, Henderson, Burlington, Greensboro, Salisbury, Statesville, Hickory, Lincolnton, Charlotte, and
189 Rocky Mount. In South Carolina, Florence, Spartanburg, Greenville, and Columbia.

The EXAMINER. That was from Sewarren?

The WITNESS. From Sewarren and Marcus Hook, Pennsylvania.

By Mr. RICHARDSON:

Q. For whom did you haul from Marcus Hook?

A. Pure Oil Company.

Q. Were their distribution points the same as those of Shell?

A. No, not all of them. They are not exactly the same.

Q. Do you recall any other commodities that you transported southbound?

A. Well, we hauled rugs.

Q. Where did they originate, and where did they go to?

A. Out of East Walpole, Massachusetts.

Q. To where?

A. To Asheville, Charlotte, Goldsboro, High Point, Greensboro, and to Spartanburg and Greenville.

Q. South Carolina?

A. Yes, and as well as I remember, I went into Anderson, but I am not positive of that.

We hauled rugs out of Paulsboro, New Jersey, to Monroe, North Carolina, and we also hauled rugs out of Marcus Hook, Pennsylvania.

Q. Whom were they for—what points?

A. Charlotte and Goldsboro and High Point, and also to
190 Spartanburg and Greenville, South Carolina.

Q. What other commodities, if you recall any others?

A. I hauled brass wire.

Q. Brass wire?

A. Brass wire.

Q. From where?

A. Perth Amboy, New Jersey, and Harrison, New Jersey, to Charlotte, North Carolina.

Q. Do you recall any other commodities or any other points on that commodity?

A. No, I don't.

Q. Are there any other commodities that you moved southbound and from where?

A. Chemicals.

Q. Where did they originate?

A. New York, Brooklyn, Woodbridge, New Jersey, and also Camden, New Jersey, to Kannapolis, North Carolina, and Abbeville, South Carolina.

Q. Is that all about the chemicals?

A. I believe it is.

Q. Can you recall any other commodities?

A. I hauled beer.

Q. Where did that originate?

A. Out of Newark, New Jersey.

Q. To where?

191 A. Baltimore, Maryland; Gastonia, Wadesboro, Hickory, North Carolina.

Q. Are there any others that you can recall—did you ever haul any beer to South Carolina?

A. I don't think I did, not on the truck that I drove.

Q. Are there any other commodities that you recall?

A. I hauled batteries.

Q. Where did they originate and where did they go?

A. Out of Jersey City, New Jersey, to Richmond, Virginia; Raleigh, North Carolina; and Monroe, North Carolina.

We hauled canned goods out of Baltimore, Swedesboro, New Jersey, and Inwood, West Virginia, to Charlotte, Albemarle, and Sanford, North Carolina.

I hauled cocoa out of New York City to Charlotte, North Carolina.

Q. Anything else?

A. Wire cloth out of York, Pennsylvania, to Monroe, North Carolina.

Q. From where else did you haul wire cloth?

A. That is all.

Q. Any other commodities?

A. We hauled hardware out of Baltimore, Maryland, to Monroe, North Carolina, and also shotgun shells out of Bridgeport, Connecticut, and New Haven to Charlotte, North Carolina.

Q. Is there anything else that you recall?

192 A. I hauled roofing out of York, Pennsylvania, to Lincolnton, Charlotte, Forest City, Gibsonville, North Carolina.

Q. Are there any other commodities, or any other points on that commodity

A. I believe not.

Q. Do you recall any other commodities that you transported out of Maryland, Pennsylvania, or some other state? Did you bring back any of those empty warp rolls from those mills up there?

A. I hauled empty warp rolls, as you call them, from Philadelphia and Chester, Pennsylvania, to Gastonia, Cherryville, Canton, Belmont, Thomasville, and Albemarle.

I hauled nails and baling wire out of Sparrows Point, Maryland, to Charlotte, Shelby, and that is all I can remember on that.

Q. Is there any other commodity that you recall from any point or to any point?

A. I think that is all I can recall right now.

Q. Mr. Dellinger, during the time you were employed with Mauney Transfer, who paid you your salary?

A. The manager of Mauney Transfer.

Q. Did you take your orders from the management of Mauney Transfer Company at all times?

A. Yes, sir.

Q. Did Mauney Transfer Company tell you when to take
193 your truck, and where to go with it?

A. Yes, sir.

Q. Did Mauney Transfer advance to you expense money to defray the expenses on these trips you were making?

A. Yes, sir.

Q. Take a trip that you transported some of those cotton factory products that you mentioned up into Pennsylvania and New Jersey, and you found yourself without a return load. Whom did you report to in a case of that kind?

A. I reported to Mauney Transfer Company in Cherryville, the manager.

Q. Did they advise you what to do in those cases?

A. Yes, sir.

Q. With regard to these cotton factory product you testiged to, Mr. Dellinger, did you always receive those from one mill in a truckload quantity going to some other mill or some other consumer in that same truckload quantity?

A. Not very often, we seldom got a truckload from one mill. We would usually get it from several mills, maybe six, to eight or ten.

Q. How would you assemble it then, would you go around to these mills and pick it up, or did you bring it into your warehouse and assemble it—what happened in cases of that type?

A. I pulled it into the warehouse, and unloaded the trucks, and went out from there.

194 Q. Did you find yourself with truckloads going to one destination?

A. Not very often did we have a truckload going to one destination. They would be going to different places.

Q. Wouldn't you say that there were three or four destinations represented on a truck load, or what you *you* say about that?

A. I would say I have had as high as fifteen.

Q. From that on down to one?

A. That is right.

Q. In operating the trucks that you drove, did you go over the highway best suited for these loads being distributed off the truck?

A. Yes, sir.

Q. Did you put those loads off at the intermediate points as you would come along to them wherever they were destined?

A. That is right.

Q. With respect to asbestos products that you mentioned, did you always get those in truckload quantities or did you have some mixed loads?

A. Not all the time, I didn't.

Q. Will you tell us what kind of load you did have in cases that were not truckloads?

A. Sometimes we had a part load of asbestos and maybe a part load of something else. We could always get asbestos to deliver in Philadelphia, North Wales, Trenton, and New York

195 City.

Q. Do you mean all on the same truck?

A. Yes, sir; and probably I would get a load going up to Middletown, part of it, and then go on into Providence and Pawtucket, and Hudson, Massachusetts.

Q. Was it your instructions to pull these various shipments off at the point you were told to put them off, when you got the shipment?

A. Yes.

Q. With regard to the shipments you were transporting southbound, did you always receive those in truckload quantities?

A. No, sir; not all the time.

Q. Will you tell us something of how you proceeded to operate when you didn't get it in truckload quantities?

A. I would pick up a load for a couple of different towns or three, and deliver it as I came down.

Q. You said something about batteries coming down to be delivered at Richmond, Raleigh, and maybe some other point; was that on one trip that you found yourself with those different shipments?

A. I have delivered in Richmond, Raleigh, and Monroe, all on the same trip.

Q. Did you ever get any batteries down in truckload quantities to be put out at the same place, that you recall?

A. I don't recall.

196 The EXAMINER. When did you last haul any batteries?

The WITNESS. Sir?

The EXAMINER. When was the last load of batteries that you ever hauled down?

The WITNESS. Do you mean the last load of batteries?

The EXAMINER. Yes.

The WITNESS. I couldn't say exactly the date. It has not been so long ago that I moved a load from Philadelphia to Winston-Salem.

The EXAMINER. About what date?

The WITNESS. About three months ago.

The EXAMINER. Would you say it was before July 1, or since July 1?

The WITNESS. That I hauled batteries?

The EXAMINER. Yes.

The WITNESS. I hauled batteries before July 1.

The EXAMINER. I mean the last load—was that before July 1 or since July 1?

The WITNESS. It has not been over three months ago since I hauled batteries.

The EXAMINER. Since July 1, is that right?

The WITNESS. Do you mean this past July 1?

The EXAMINER. Yes.

The WITNESS. It was around about July 1, or something like that.

197 By Mr. RICHARDSON:

Q. With respect to other commodities, Mr. Dellinger, that you transported, tell us whether you got them in truckloads, and if you didn't, than what was your procedure; and if you did get them in truckloads, tell us about what your deliveries were.

A. Well, we would maybe pick up a truckload at one place up there that was maybe going to three or four different places down here.

Q. Take, for instance, rugs and canned goods; you pick up a load of those and then distribute them down here to places to be designated, is that right?

A. That is right.

Q. Tell us about something; you said you didn't get everything in truckloads, and you found yourself up there without a truckload or with only a part of a truckload. Tell us what your procedure was, if you found yourself that way?

A. Well, we would pick up a load of something else to finish out.

Q. Can you describe the situation of that type, Mr. Dellinger?

A. Well, I would pick up part of a load of rugs maybe to finish out the load and maybe some beer to bring down and deliver to different places.

Q. Can you give us any specific instance where you had part of a shipment of anything prior to June 1, 1935, on your truck, and then finished filling the load out at some other
198 point, if you can recall?

A. Yes, sir. I remember one very well.

Q. Can you tell us about it?

A. I brought down—I picked up batteries in Jersey City, and coming on down to Paulsboro, New Jersey, I finished it out with a load of rugs.

Q. You finished your load out with rugs?

A. That is right. I brought it to Monroe and Raleigh.

Q. Was that transaction prior to June 1, 1935?

A. Yes, sir. It was in 1933.

Q. Was it your instructions from you company to transport those shipments as you would find yourself in those conditions like you have described?

A. Yes, sir.

Q. And to haul them to whatever point they were consigned to back and forth in the territory you were operating in?

A. That is right.

Mr. RICHARDSON. That is all.

Cross-examination by Mr. TOXEY:

Q. Mr. Dellinger, how many trucks did the Mauney Transfer Company operate when you first went with them in 1931?

A. When they first started operating, they had three. That was when they first started operating.

Q. I am speaking of the time when you first went with them.

199 A. They had three. I started when they started.

Q. How many truck did they have in operation on June 1, 1935, do you remember?

A. I wouldn't say exactly how many they had, but I would say that they had as many as eight. I don't say that would be exact.

Q. You continued to haul for this concern as long as they were in business, and then with the Carolina Freight Carriers when they took over the Mauney Transfer Company business?

A. Yes.

Q. Up until two months ago?

A. Something like that.

Q. All the shipments you mentioned that you had handled on your truck, the various commodities to and from various points, was that all performed on or prior to June 1, 1935?

A. Yes, sir.

Q. After June 1, 1935, did you continue to make the same trips?

A. Practically the same, but not exactly the same.

Q. Did you cover any additional origins or destinations after June 1, 1935, that you didn't go to or from prior to that date?

A. As well as I remember, I didn't.

Q. You are positive that you made these trips with these commodities from and to these points prior to June 1, 1935

200 A. Yes, sir.

Q. Will you tell me when you first started to hauling tires from Charlotte to New York and Boston?

A. I don't recall the exact date of that. That has been quite a while back, and I don't recall that.

Q. How do you know you transported them prior to June 1, 1935?

A. I remember the model truck I was driving.

Q. Yet you don't recall the date that you transported them?

A. I don't recall the date that I started.

Q. Do you recall how many trips you made in a given length of time prior to June 1, 1935, say prior to June 1, 1935, from January 1, 1935?

A. Do you mean during that six months?

Q. Yes.

A. I can't.

Q. Or any period that you can remember in which you hauled a certain number of trips or made a certain number of trips prior to June 1, 1935?

A. I don't say I could tell how many trips I made, for that is hard to keep in mind.

Q. Did you make a dozen or less?

A. I just wouldn't say. I wouldn't want to make a statement like that. I might make one that wouldn't be true, because that is hard to remember.

The EXAMINER. It is no harder to remember than these

201 other things that you testified to, are they, Mr. Dellinger?

The WITNESS. I think it would be kind of hard to say how many trips you had made.

By Mr. TOXEY:

Q. How is that you remember you hauled these commodities on your truck prior to June 1, 1935, yet you don't remember how many trips or when you transported them?

A. I know I hauled tires as early as 1933. I know that.

Q. You don't recall how many trips you made from 1933 to June 1, 1935?

A. No. I couldn't say how many trips I made.

Q. You are sure you hauled rugs from destination to North Carolina points prior to June 1, 1935?

A. Yes.

Q. When did you start hauling that?

A. I hauled rugs in—I believe it was the latter part of 1933, or right at the first part of 1934.

Q. How do you fix that as the time you started it?

A. How did I remember that?

Q. Yes.

A. I remember what model truck I was driving.

Q. Is that how you remembered all these things you listed—by the model of the truck?

A. Not all of them.

Q. That is how you remember the rugs, by the model of the trucks?

202 A. I remember it was in March when I hauled one load.

Q. Could it have been subsequent to June 1, 1935, when you started as well as prior?

A. Do you mean after June?

Q. Yes.

A. No. It was not after June 1, 1935.

Q. How about the batteries, when did you first start hauling batteries?

A. We hauled batteries as early as the first part of 1933.

Q. You say, "We hauled batteries." Did you haul them?

A. Yes, sir. I hauled batteries.

Q. In your truck?

A. Yes, sir.

Q. How many trips did you make with batteries from Jersey City to Richmond, Raleigh, and Monroe, prior to June 1, 1935?

A. I think that is a might' hard question for anybody to answer.

Q. If you remember transporting them, it seems to me you ought to have some estimate as to how many trips you made.

A. I might say five, and that wouldn't be right.

Q. What I want to know is how do you know that you did haul them prior to June 1, 1935, if you don't recall when you started or how many trips you made. Just what fixes it so definitely in your mind that you did haul them prior to June 1, 1935?

203 A. I had no way of keeping any record of how many trips I made.

Q. You know that you hauled them?

A. Sure, I know that I hauled them.

Q. The same thing is true of all these other commodities then, is it not?

A. I am sure.

Q. You don't recall when you started, or how many trips you made prior to June 1, 1935?

A. I started to work for the Mauney Transfer Company in 1931. We started out hauling cotton products, and later on they took on these other commodities.

Q. What did you haul principally in your territory in your truck?

A. I hauled to the town that I just mentioned.

Q. What was the principal commodity?

A. Did you say what was the principal commodity?

Q. You handled some certain given commodity more than you handled other—what was that?

A. What do you mean—in my truck?

Q. Yes.

A. I wouldn't say. Lots of times I would go up and have three or four different commodities on the truck.

Q. Do I understand from that you hauled cotton goods, shells, and roofing as much as you hauled yarn?

204 A. I wouldn't say that; no.

Q. What would you say?

A. I would say I hauled more yarn that I did shells.

Q. That is what I wanted to know, what you hauled principally in your truck?

A. I didn't haul any yarn down this way. I hauled yarn that way, and the shells south.

Q. When did you first make the trip to South Carolina with any commodity?

A. Do you mean any commodity out of North Carolina?

Q. Out of anywhere. When did you first go to South Carolina with a truck of Mauney Transfer Company?

A. I would say around 1932.

Q. Why would you say 1932? Do you recall very specifically that you did make a trip?

A. To the best of my recollection, it was around 1932.

The Examiner. Where to in South Carolina?

The Witness. I hauled machinery down to Rock Hill.

By Mr. Toxey:

Q. Are you positive that you hauled machinery to Rock Hill in 1932?

A. I am pretty sure we did.

Q. But you couldn't make a positive statement that you hauled it down there in 1932?

A. Well, we hauled so much machinery that it is hard to remember all the places that we did haul it and the exact date.

205 Q. In other words, all of these movements you referred to are just based on your general memory?

A. Well, I didn't keep any daily record of it.

Q. I am trying to develop why you feel so sure that you hauled them prior to June 1, 1935, and not after that date. Your memory seems to be pretty clear as to what you hauled, but you don't know how many trips you made or the points you went to prior to that date.

(No response.)

Mr. TOXEY. That is all.

The EXAMINER. When did you last haul any tires from Charlotte to any norther' points?

The WITNESS. I don't recall when that plant shut down. It was just before McLarin Tire Plant shut down in Charlotte.

The EXAMINER. What year was that?

The WITNESS. Didn't they shut down in 1934 or the latter part of 1933?

The EXAMINER. Before the Mauney Transfer Company went out of business in that name—I would ask it this way—you worked for the Mauney Transfer Company as long as they operated, did you?

The WITNESS. Yes, sir.

The EXAMINER. And that was sometime along about the fall of 1936 or the spring of 1937, was it?

206 The WITNESS. As well as I remember, it was the fall of 1936.

The EXAMINER. But after Mr. Beam, the two Mr. Beams, took it over, it still ran for a while in the name of Mauney Transfer Company, did it, up until th' spring of 1937?

The WITNESS. That is right.

The EXAMINER. With reference to the operation in the name of Mauney Transfer, when was the last trip that you ever made with the Mauney truck to Boston?

The WITNESS. I made trips up there in 1935.

The EXAMINER. In 1935?

The WITNESS. Yes.

The EXAMINER. You didn't make any in 1936, did you, into Boston, Walpole, or whatever that place is where you got the rugs?

The WITNESS. Yes, I think I did. I think I made some trips up there in 1936.

The EXAMINER. When was the last time you ever went up to Boston?

The WITNESS. The last time?

The EXAMINER. Yes.

The WITNESS. Well, the last time that I made a trip for Carolina Freight Carriers was my last trip up there.

The EXAMINER. That was this year?

The WITNESS. That was not Boston. That was up in Connecticut and Rhode Island.

207 The EXAMINER. That was two months ago approximately?

The WITNESS. Something like that, but I won't say exactly how long it has been. I know it has not been over two months, and maybe not quite two months.

The EXAMINER. What did you have that time to unload?

The WITNESS. On that truck going up?

The EXAMINER. Yes.

The WITNESS. Piece goods.

The EXAMINER. Cotton piece goods?

The WITNESS. Yes.

The EXAMINER. From where?

The WITNESS. I don't recall where it was, but I think some of it was from Charlotte.

The EXAMINER. Try to go back to that period from January 1, 1936, to March 1937; tell me how many times you went to Boston during that period while you still had Mauney's name on the truck.

The WITNESS. As well as I remember, to that exact date, I think that I was driving a truck up there about every week right them, as well as I recall.

The EXAMINER. During 1936 and 1937?

The WITNESS. 1936 and the spring of 1937. As well as I remember it, that is the way it was.

The EXAMINER. About once a week?

The WITNESS. I was driving a straight truck job, not
208 tractor-trailer.

The EXAMINER. What tonnage did that carry?

The WITNESS. Around five, five and a half, or six tons.

The EXAMINER. Yarn?

The WITNESS. It was mostly yarn going up.

The EXAMINER. What would you have back from there?

The WITNESS. I would bring down petroleum products.

The EXAMINER. You wouldn't pick those up until you got back to Sewarren?

The WITNESS. I would pick those up at Sewarren.

The EXAMINER. You would run light from Boston or whatever your destination was up there, back to Sewarren and Marcus Hook?

The WITNESS. Yes, sir; or New York. I would pick up something in New York probably or Newark, New Jersey.

The EXAMINER. Do you know what the rate was on the yarn that was going out?

The WITNESS. No, sir; I couldn't tell you that.

The EXAMINER. You would go from around Gastonia or somewhere with that—is that where you started from?

The WITNESS. Yes.

The EXAMINER. You would carry about five or six tons up to Boston?

The WITNESS. Around five and a half to six tons.

The EXAMINER. How soon after you were carrying these
209 loads did the Mauney Transfer Company go out of business or sell out their stock?

The WITNESS. The time I am speaking of was after Mauney sold out to Beam.

The EXAMINER. It was after Carolina Freight Carriers took over?

The WITNESS. It was while it was operated under Mauney's name.

The EXAMINER. Operated by Mr. Beam?

The WITNESS. That is right.

The EXAMINER. How about the time—say for six months prior to Mr. Beam's coming to the Mauney Transfer Company—were you driving up to New England during that period if any?

The WITNESS. Yes, sir. We made some trips up there.

The EXAMINER. How frequently?

The WITNESS. Well, I didn't make them all. The other drivers made some. I would maybe make one a month or maybe two.

The EXAMINER. What kind of truck were you driving then?

The WITNESS. Well, I drove a GMC truck; a trailer part of the time; and another kind of truck and trailer.

The EXAMINER. Did you ever have any trouble with the Commission up there in Massachusetts?

The WITNESS. No, sir.

The EXAMINER. Connecticut?

210 The WITNESS. No, sir.

The EXAMINER. Rhode Island?

The WITNESS. No, sir.

The EXAMINER. Did you have a license on your truck except a Carolina license?

The WITNESS. No, sir.

The EXAMINER. You just had North Carolina license?

The WITNESS. North Carolina license. The only trouble I had was with the police. They would stop me to measure the length of the truck and the width, and to see if the lights and all were working all right on it.

The EXAMINER. Did they ask you about your insurance?

The WITNESS. Yes, sir.

The EXAMINER. How many loads of rugs did you haul back in the year 1937 from Massachusetts?

The WITNESS. 1937?

The EXAMINER. That was in the last year, the year before this one.

The WITNESS. I would say something like about three or four or probably five.

The EXAMINER. Where did they come to—Monroe?

The WITNESS. No. Charlotte, High Point, and as well as I can recall, *a*huled some to Greenville, South Carolina.

The EXAMINER. That was during this last year, the year before this?

211 The WITNESS. Yes, sir.

The EXAMINER. How long did it take you to make the trip up to Boston and back from Gastonia?

The WITNESS. How long did it take me to go up there and back?

The EXAMINER. Yes; when you are loaded both ways.

The WITNESS. Well, I would leave home on Saturday night, go up and load, and come right straight back. I would get home early Wednesday morning.

The EXAMINER. That was in the year 1934 and 1935?

The WITNESS. Yes, sir.

The EXAMINER. How about the year 1932, how long would it take you?

The WITNESS. I don't think I said that I went up there in 1932.

The EXAMINER. 1933?

The WITNESS. Yes; I went up there in 1933.

The EXAMINER. How long did it take you then?

The WITNESS. Practically the same time that I just stated; that is, if I didn't have any trouble or anything, you know.

The EXAMINER. What was the name of the shipper of these rugs in 1934 and 1935?

The WITNESS. Sir!

The EXAMINER. What was the name of the shipper of these rugs—what company did you get them from in 1934 and 1935?

212 The WITNESS. Do you mean up there in Massachusetts?

The EXAMINER. Yes, sir.

The WITNESS. Byrd and Sons, East Walpole.

The EXAMINER. What was the name of the consignee of those rugs in Greenville?

The WITNESS. In 1934 and 1935?

The EXAMINER. Yes.

The WITNESS. As well as I can remember, it was Glasgow and Allison.

Mr. RICHARDSON. Glasgow "dash" Allison.
The EXAMINER. Whom did you haul them to in High Point?
The WITNESS. Glasgow-Allison.
The EXAMINER. The same people?
The WITNESS. Yes.
The EXAMINER. To the same people at all the destination points?
The WITNESS. I hauled rugs to Asheville, North Carolina, to the North State Supply Company, I believe that was the name of it, but I am not positively certain that is right. I know it was North State Supply Company, or something like that.
The EXAMINER. Where are you working now, Mr. Dellinger?
The WITNESS. I am working at Cherryville.
The EXAMINER. Are you in the trucking business there?
The WITNESS. I am just driving a local truck there.
The EXAMINER. That is all I have.

213 Redirect examination by Mr. RICHARDSON:

Q. Mr. Dellinger, the truck that you drove while you were with the Mauney outfit, did that have the name of Mauney Transfer on it while you were driving it?
A. Yes, sir.
Q. That name was on the truck all during the regime of the Mauney operations?
A. Yes, sir.
Mr. RICHARDSON. That is all.
The EXAMINER. All right.
(Witness excused.)

J. R. MAUNEY was sworn and testified as follows:

Direct examination by Mr. RICHARDSON:

Q. What is your name?
A. J. R. Mauney.
Q. Were you connected with Mauney Transfer Company at Cherryville?
A. Yes, sir.
Q. What period of time did you work for them?
A. From about March of 1931 up until now.
Q. March 1931, up until now?
A. Yes.
Q. Do you mean that you are working for the successors in interest of Mauney Transfer at this time?
214 A. Yes.
Q. Carolina Freight Carriers Corporation?
A. Yes.

Q. What was your position with Mauney Transfer Company during the time you worked for that company as Mauney Transfer?

A. Truck driver.

Q. Prior to June 1, 1935, Mr. Mauney, can you recall what commodities you transported on the trucks you were driving for Mauney Transfer Company?

Start out, for example, with the commodities you transported north-bound, and let us know what your truck was loaded with, where you picked them up, and where you were going.

A. I loaded the cotton yarn from Cherryville to Chester, Pennsylvania, and Clifton Heights, Pennsylvania; and Paterson, Passaic, Perth Amboy, Jersey City, and New York City. From Marion, Lincolnton, Gastonia, Renlo, Kings Mountain, Long Shoals, and Salisbury, went to Pottsdown, Reading, Allentown, Pottsville, Hamburg, Schuylkill Haven, Linnfield, Phoenixville, Boyertown, West Leesport, Allentown, and Bethlehem.

That *si* all the points in Pennsylvania that I can recall.

Into New York City; Norwick, Connecticut, and Danielson, Connecticut; Northampton, Massachusetts; Franklin, Brockton, and Lowell; and in Rhode Island, Providence, Rhode Island, Pawtucket, and West Warwick.

That is all I can recall just offhand.

215 Q. Did you ever haul any to Delaware points?

A. Not that I recall.

We hauled automobile tires from Charlotte to Plainfield, Newark, New Jersey; and New York City.

Q. What other commodities?

A. I hauled asbestos products from Charlotte to Philsdelphia, Trenton, and North Wales.

Q. North Wales, Pennsylvania?

A. Yes.

I hauled bedspreads from Lincolnton to Washington, D. C., and Baltimore, Maryland.

Q. What else did you haul, if anything, northbound?

A. That is all I can recall right at the minute.

I hauled machinery from Raleigh to Cherryville and from Raleigh to Porterdale, Georgia, and from Alta Vista, Virginia, into Lincolnton, and from Huntersville at Charlotte.

Q. Huntersville, North Carolina?

A. Yes.

Q. Go ahead.

A. And from Raleigh to Rock Hill, South Carolina; and from Raleigh to Wellford, South Carolina.

Q. Is that all the machinery?

A. I hauled machinery from Randleman to Charlotte.

The EXAMINER. Where is Randleman?

The WITNESS. Randleman is about—it is out from Asheboro and Greensboro.

216 The EXAMINER. North Carolina?

The WITNESS. Yes.

By Mr. RICHARDSON:

Q. Do you recall any other machinery?

A. I hauled some motors and some kind of a machine, I can't say what kind, from New York into Ranlo, North Carolina.

I hauled cocoa from New York into Charlotte, and canned goods from Baltimore into Charlotte, and wire cloth from York, Pennsylvania, to Monroe, North Carolina.

The EXAMINER. What is wire cloth?

The WITNESS. Plain screen wire.

The EXAMINER. It is not wire cloth like asbestos?

The WITNESS. It is wire cloth in that it is cloth put on wire.

By Mr. RICHARDSON:

Q. Doesn't the railroad use that term on screen wire, wire cloth?

A. Yes.

I hauled rugs from Paulsboro, New Jersey, to Monroe, North Carolina.

I hauled batteries from Jersey City, New Jersey, to Richmond and to South Hill, Virginia, and Raleigh and Monroe, North Carolina.

I hauled—I guess you would call it general hardware, from Baltimore, Maryland, to Monroe, North Carolina.

217 I hauled linoleum rugs from Marcus Hook, Pennsylvania, to Charlotte.

I have hauled cotton yarn from Chester, Pennsylvania, to Cherryville, North Carolina.

I have hauled empty warp rolls from Chester, Pennsylvania, to Thomasville, Salisbury, Rockwell, Albemarle, Oakboro, Gastonia, and Cherryville, North Carolina; and Clover, South Carolina.

The EXAMINER. Is this all prior to June 1, 1935?

The WITNESS. Yes.

I hauled chemicals from Linden and Woodbridge, New Jersey, to Charlotte. I hauled chemicals from Woodbridge to Kannapolis.

I hauled oil from Sewarren, New Jersey, to Danville, Virginia, and Raleigh, Durham, Greensboro, Salisbury, Lincolnton, Hickory, Charlotte, Wilson, Asheville, Rocky Mount, Spring Hope, Lumberton, and Wilmington, North Carolina; and Greenville, South Carolina.

I hauled oil from Marcus Hook, Pennsylvania, to Greensboro, Charlotte in North Carolina, and Spartanburg and Greenville, South Carolina.

I hauled beer from Newark, New Jersey, to Hickory, North Carolina.

I hauled paper from New York City to Cramerton, North Carolina.

I hauled machinery from Philadelphia to Valdese, North
218 Carolina.

I hauled paper containers from Philadelphia to Clover, South Carolina.

I hauled cotton yarn from Pottstown, Pennsylvania, to Taylorsville, North Carolina.

I hauled roofing from York, Pennsylvania, to Charlotte and Lincolnton and Greensboro, North Carolina.

By Mr. RICHARDSON:

Q. Is that all you recall?

A. That is all I recall.

Q. When you first went with this company, as I understood you to testify, in 1931 or 1932, would you say that was toward the end of 1931 and the first of 1932?

A. I would say it was the latter part of 1931.

Q. Were you hauling cotton yarn on the truck you drove from a relatively few points down here to a relatively few points in Pennsylvania, New Jersey, or some destination up there?

A. Sometimes, yes; and sometimes, no.

Q. Right at the beginning, when you first started, did you have a lot of places up there that you delivered to?

A. Relatively at the beginning, we didn't.

Q. Where do you recall as being the first places that you did deliver yarn to when you first began hauling?

A. To the Aberfoyle Manufacturing Company and the Ewing-Thomas Corporation in Chester, Pennsylvania.

219 Q. Where did you get that yarn?

A. Right at the beginning, it originated at Cherryville, Gastonia, and Lincolnton.

Q. Just a few points?

A. That is right.

Q. As time went on, did you branch out, and go to additional points and destinations?

A. Yes, sir.

Q. Is the same thing true in regard to the origins you served—as time went on, did you begin to branch out to different and additional points that you picked up from?

A. That is right.

Q. Prior to June 1, 1935, from there on back to the time you began, did you get these textile products that you were hauling in truckload quantities for one destination at the other end?

A. Sometime, but not very often.

Q. Did you sometimes have two or three destination points to deliver to.

A. That is right.

Q. With one load?

A. That is right.

Q. Did you always get a full load from one mill at this end to be transported from that one mill to some point up there?

A. No, sir.

Q. Did you occasionally get a load like that?

220 A. Yes; occasionally.

Q. Back at the beginning, when you first started to hauling the cotton yarn, what would you get coming south after you would unload your yarn?

A. Well, right at the beginning, it was in some instances when we went back without anything, but it was not long until we got on to this warp roll shipment that was going back. The office told us to inquire about shipments coming back from Aberfoyle in Chester.

Q. Those warp rolls were what the yarn went up on?

A. That is right. It was what the yarn was rolled on or wound on.

Q. And between 1931 and the middle of 1935, June 1, 1935, some three years of time, did your company add to the commodities that they were transporting from time to time as the commodities were offered to you?

A. Yes, sir.

Q. Did you branch out from new points of origin and new points of destination that you served within this time?

A. Yes, sir.

Q. With regard to a shipment that you would get up in the east or southbound movements, did you always get a full truckload coming to one destination?

A. Not always.

Q. Did you part of the time?

221 A. Yes, sir.

Q. Did you find yourself occasionally with a truck load of merchandise to be delivered at several points?

A. Do you mean on the way in?

Q. Southbound business, after you unloaded in the north.

A. Do you mean would the southbound go to several different points?

Q. Did you find yourself with a load coming back from up there to be distributed to more than one point down here, two or more points?

A. Yes.

Q. Was it your instructions to deliver those shipments to two or more, however many points were designated by the shipper, as you come along?

A. That is right.

Q. Did you always have a full truck load to start out from one man's place of business up there?

A. No, sir.

Q. What would you do if you found yourself with only part of a load from one man's place of business?

A. As a usual thing, we knew what we were going to bring back before we left home.

Q. Where did you get that information from?

A. From the general manager of the Mauney Transfer Company.

Q. They would give you instructions before you left
222 here were to go to look for something to transport southbound?

A. That is right.

Q. If you didn't have instructions when you left here, what happened when you got up there and got unloaded?

A. They would wire some designated place up there. We would know beforehand where they were going to wire to.

Q. The office down here attended to the securing of business for the truck you were driving?

A. That is right.

Q. Did you ever pick up at more than one point up there in the east after you finished unloading before you got the truck loaded coming back this way?

A. Yes, sir.

Q. Will you describe such a shipment, such a situation, if you can recall one?

A. I picked up part of a load in New Jersey, part of a load of chemicals, and I came on to Camden and I picked up some more.

Q. Camden, New Jersey?

A. Yes.

Q. More chemicals?

A. Yes, and then I went on over into Philadelphia and picked up more chemicals and on the way in, I dropped part of them off in Burlington, and the balance of the load came to Charlotte.

Q. You put it off wherever the man designated that you
223 got it from, and you would unload it as you come down the road?

A. That is right.

Q. Mr. Mauney, you were speaking of the time prior to June 1, 1935, about hauling these commodities?

A. That is right.

Q. Since June 1, 1935, did your company continue operating in the manner that you have described so far as your truck driving was concerned?

A. Yes, sir.

Q. Are you still driving a truck for Mauney Transfer Company, or for the successor in interest to Mauney Transfer?

A. I am still working with them but I am not driving a truck.

Q. How long since you drove a truck?

A. Approximately two months.

Q. You are still working for them?

A. Yes, sir.

Q. During the time you drove a truck for the Mauney Transfer Company and its successor in interest, have the truck operations continued to be conducted in the manner you have described?

A. That is right as far as I know.

Q. I am talking about the truck you were driving.

A. Up until the time I got off the truck; yes.

Q. Did you continue to service additional points as you would get shipments for new points all along after June 1, 1935?

A. Whatever they had to put on my truck, it was up to
224 me to deliver it regardless of where it was going.

Q. You did confine your operations to certain territory when you were driving this truck. They didn't send you anywhere except the states you were operating in, or the points in the territory that you had been operating in over a period of years, did they?

A. No.

Q. During the time that Mauney Transfer was in existence, it was changed over to Carolina Freight Carriers Corporation, did the truck you drove have the name of Mauney Transfer Company painted on it?

A. Yes, sir.

Q. During that period of time, did you take your instructions from the officer of manager of the Mauney Transfer Company?

A. Yes, sir.

Q. Did they pay you your salary?

A. Yes, sir.

Q. Did they pay the expense on the truck that you were operating?

A. Yes, sir.

Q. I mean so far as your road expenses were concerned?

A. Yes, sir.

Q. If you had any trouble, did you report to the Mauney Transfer Company or somebody else?

A. I reported to Mauney.

The EXAMINER. Did you ever have any other name painted on the trailer in big letters on any truck that you drove?

225 The WITNESS. No, sir.

The EXAMINER. You never drove one that had Akers and Hudson on the side of it?

The WITNESS. No, sir.

Mr. RICHARDSON. That is all I have.

The EXAMINER. All right.

Cross-examination by Mr. TOXEY:

Q. Mr. Mauney, when did you first begin to work for the Mauney Transfer Company?

A. March 1931.

Q. March of 1931?

A. Yes.

Q. In reply to counsel, you stated the latter part of 1931; is that correct.

A. What did I say, March 1931, or the latter part? As well as I remember, it was March 1931.

Q. That is your recollection, March 1931?

A. Yes.

Q. You are positive that you made all these trips with all these various commodities to and from these various points prior to June 1, 1935?

A. Yes.

Q. When did you first start hauling paper containers from Philadelphia to Clover, South Carolina?

226 A. I will say in the latter part of 1934, but I am not positive.

Q. You are not positive?

A. No.

Q. How many trips did you make from the latter part of 1934 to June 1, 1935, with paper containers from Philadelphia to Clover, South Carolina?

A. I wouldn't want to say.

Q. You won't know?

A. No. I am not positive.

Q. How are you so certain that you started hauling them prior to June 1, 1935?

A. I will say to the best of my knowledge.

Q. You are not positive that you hauled them, are you?

A. All this I am telling you happened before I was married, or shortly afterwards, and I have been married five years. I figure from the time I got married back.

Q. Before 1935?

A. That is right.

Q. Would that same answer be true on these other commodities, you couldn't say when you started hauling them, or how many trips?

A. I couldn't say exactly when; no.

Q. What did you haul principally on the truck you operated?

A. Do you mean northbound or southbound?

Q. Northbound.

227 A. More cotton yarn than anything else, I would think.

Q. You would think?

A. Yes.

Q. You don't know?

A. I would hate to tell it to be a fact and then not know.

Q. You operated the truck, didn't you?

A. Yes, sir.

Q. You remember that you hauled the commodities, but you don't know which one you hauled the most of?

A. That is right. I think I hauled more cotton yarn than anything else, but it would be hard to say positively.

Q. Southbound, what did you haul the most of?

A. I would think that all the different commodities would just about average up the same, maybe some more or some less. I have no way of knowing.

Q. You didn't haul more of any one particular commodity than you did the others altogether, is that it?

A. I wouldn't say for sure.

Q. Your memory is not so good on that part.

A. Well, that has been several years ago, and we hauled lots of things. So many things come up that it is hard for a man to remember all that stuff.

Q. That is just the point. I am wondering how you fixed so definitely that you did haul all those commodities prior to June 1, 1935.

228 A. Up to the time I was married, I can figure out in my mind what I did do.

Q. Where did you pick up the paper containers in Philadelphia and where did you deliver in South Carolina?

A. As well as I remember, it was at the Apex Knitting Mill.

Q. In Philadelphia?

A. Yes.

Q. To whom did you deliver them in Clover, South Carolina?

A. I don't remember.

Q. You don't recall?

A. No, sir. I know the man's initials, but I don't know his last name.

Q. This cocoa from New York, where did you get that in New York, where did it come from?

A. Rungell Brothers.

Q. Where did you haul it to?

A. To Charlotte.

Q. When did you make your first trip with cocoa from New York City?

A. I am driving a 1932 model truck.

Q. Do I understand that you made the first trip in 1932?

A. Yes.

Q. You are sure of that?

A. Unless the truck come out before 1932, I am sure of it.

Q. I don't know when the truck first come out. I
229 want to know when you first started hauling.

A. I can't say positively.

Q. You don't know whether it was in 1932, 1935, or 1936 then?

A. The truck I was driving was practically new, and if it was a 1932 model, it wouldn't be in 1935 or 1936.

Q. How many trips did you make from New York to Charlotte up to June 1, 1935?

A. All I can remember positively was one.

Q. You made that, you think, in 1932?

A. That is right.

Q. Have you made any since June 1, 1935, hauling cocoa from New York to Charlotte?

A. Not that I recall.

Q. Hardware from Baltimore to Monroe, when did you first start hauling hardware?

A. I would say 1932 or 1933.

Q. How many trips did you make with hardware from Baltimore to Monroe prior to June 1, 1935?

A. I wouldn't say positively but as many as four.

Q. You started in 1932?

A. 1932 or 1933.

Q. When was your second trip made?

A. As well as I can remember, the trips ran fairly close together, maybe a period of a week or two apart.

Q. All four were hauled approximately within a week
230 or ten days, were they?

A. No. I might make one trip today, and it may be two weeks before I would make another or it might be a week or ten days, something like that.

Q. You made four trips prior to June 1, 1935?

A. That is right.

Q. About two weeks apart?

A. About two weeks apart.

Q. They started in what year?
A. 1932 or 1933.
Q. Did you haul any in 1935?
A. Not that I recall.
Q. Have you hauled any since June 1, 1935?
A. Not that I recall.
Q. This paper from New York City to Cramerton, North Carolina, what kind of paper was it?
A. Plain wrapping paper that they used in a mill to wrap cotton after it is spun and put on tubes. It is plain wrapping paper about twenty-four inches square.
Q. When did you make the first trip with paper from New York?
A. To the best of my knowledge, it was somewhere in 1932 or 1933.
Q. How many trips did you make prior to June 1, 1935, with paper from New York?
A. None that I can recall.
Q. You don't remember?
231 A. Paper never come in truck-load shipments. It was only a small shipment.
Q. Did you haul any in 1935?
A. I couldn't say.
Q. Have you hauled any since June 1, 1935?
A. No, sir. I haven't.
Q. Bedspreads from Lincolnton, North Carolina, is that a very regular movement or just happened to be one particular shipment that you took?
A. I remember one time, and outside of that, I couldn't say.
Q. Where did you haul them to?
A. They went to Washington, D. C., and Baltimore, Maryland.
Q. How many trips did you say you made with that?
A. I said I was positive of one.
Q. Did you haul any of them—when did you haul that one?
A. I would say 1934.
Q. You haven't hauled any since then?
A. I haven't on the truck I have driven.
Q. Northbound, you hauled principally cotton yarns, is that correct?
A. Yes.
Mr. Toxey. That is all.
The Examiner. I am not much interested in what you hauled in 1933 and 1934. I want you to name everything you hauled between what points from January 1, 1935, to June 1, 1935.
232 The Witness. The points I named before?
The Examiner. I beg your pardon.

The WITNESS. The points that I named before, the points and the commodities?

The EXAMINER. I want you to tell me how many loads you hauled between January 1 and June 1, 1935, each commodity between each point, and the month in which you hauled each load.

The WITNESS. From 1931 to 1935?

The EXAMINER. No, from January 1, 1935, to June 1, 1935.

The WITNESS. I couldn't say.

The EXAMINER. You don't have any idea, do you?

The WITNESS. Take a period of time that far away, and a man who went up and down the road one and twice a week, you would probably fool him, if he had a record of it somebody had kept, a record as to what commodities he hauled, and how many trips he hauled it.

The EXAMINER. That is the reason I am asking you to identify it, because I don't want you to fool yourself [pause].

The EXAMINER. Can you name a single shipment by date, by name of shipper, by commodity, by name of consignee, and the point at which they were located that you hauled between January 1, 1935, and June 1, 1935?

The WITNESS. Not the exact day; no, sir.

233 The EXAMINER. Can you name a single one within a week of the day on which you hauled it?

The WITNESS. I wouldn't want to under oath.

The EXAMINER. Can you name a single one as to the name of the consignee, the name of the shipper, the point of origin, and the point of destination within a month between January 1, 1935, and June 1, 1935?

Mr. RICHARDSON. Name a point that you picked it up, the man that shipped the commodity, what you transported, the place you took it to, and the party you delivered it to, during the month, any month, the first part of 1935, if you can recall.

The WITNESS. I can't recall.

The EXAMINER. That is all.

Mr. TOXEY. That is all.

Mr. RICHARDSON. I have no further questions.

(Witness excused.)

(The Hearing adjourned for an hour.)

ORLANDO HUDSON was sworn and testified as follows:

Direct examination by Mr. RICHARDSON:

Q. What is your name?

A. Orlando Hudson.

Q. What business were you engaged in, Mr. Hudson, during the period of 1932, 1933, 1934, and 1935?

A. Well, in 1932, beginning in August, I was employed
234 as agent for Roadway Express of Akron, Ohio, with headquarters in Akron, but my headquarters were in Gastonia, at 360 West Airline Avenue at Gastonia.

Q. What States did you cover?

A. I was to take care of the states North Carolina and South Carolina, and to begin with Georgia, which I later relinquished because it was too much territory.

Q. What were your luties with Roadway Express as agent?

A. I was the office man, rate man, and indirect solicitor. In November, 1932, I was one of the partners of Akers and Hudson but we did not operate as Akers and Hudson, but merely acted as agents for several truck lines.

Q. You said you were one of the parties, do you mean by that you were one of the two that operated it?

A. Yes, with Mr. Akers.

Q. What Mr. Akers was that?

A. W. W. Akers, Jr., the district manager of Roadway Express, and my superior in the Roadway Express organization, and he and I together split the profits derived from these sides loadings.

Q. When you say "side loading," what do you mean?

A. Loading trucks on the side for compensation not under the jurisdiction of Roadway Express.

Q. I understand by that that you were employing the services of a number of motor carriers and soliciting freight for
235 those carriers to be transported by those carriers?

A. Yes, sir. The first of which was Mr. R. S. Hewitt and Mr. G. E. Hewitt, the two brothers operating as Hewitt Motor Lines of either Claremont or Salisbury, North Carolina. To the best of my knowledge, I believe their trucks showed Claremont, North Carolina, on the door.

Q. Was that along in 1932?

A. Yes. We started with them in November 1932, and the first trip was on a Chevrolet straight truck, 1932 model, driven by Mr. R. S. Hewitt, with a company driver by the name of C. J. Sigmon, and we loaded crated machinery at the Coker Machinery Company in Gastonia, destined to Fall River, Massachusetts, and this load was solicited by Mr. Akers and I jointly from Mr. George Vebor, who was and is yet, traffic manager. This load was billed out on the bill of the Piedmont Motor Express, under the name of R. S. Hewitt Motor Lines and moved on a rate of $1.50 a hundredweight collect at destination, which money was collected by Mr. Ross Hewitt and commission paid to Mr. Akers and me.

The EXAMINER. You have described one movement for another carrier. Let's go to Mauney Transfer Company. What they did is really material.

The WITNESS. I am leading up to that. That was the first one.

The EXAMINER. Let's generally put in what Mauney did
236 for Akers and Hudson. That is the issue in this case, of course.

By Mr. RICHARDSON:

Q. What did you employ Mauney to do, if anything?

A. Business began to increase, and Mr. Everett Mauney come down to Gastonia in response to an ad for the account of Roadway Express calling for trucks, and after my relating to operations to him, he decided he had best stay in his own business, which was the Mauney Transfer Company. At a later date, I happened to see Mr. Mauney on his way to the Rex Mill in Gastonia or Ranlo, to be exact. I stopped him and asked him if he would be interested in hauling a load of tire fabric from McColl, South Carolina, to the Lee Tire and Rubber Company at Conshohocken, Pennsylvania, or another load going to the Overman Cushion Tire Company, it is some New Jersey point.

Mr. Mauney decided to take a load to that tire company in northern New Jersey. I don't recall the exact name of the destination at this minute. This truck was a Dodge, 1932 model red tractor, belonging to Mauney Transfer Company, and to my knowledge, it left Gastonia and went to Marleboro Mills in McColl to pick up this load; instead of going to pick up the Overman Cushion tire shipment, he picked up the one going to Conshohocken, and I had to get another truck for the other shipment.

One of the Roadway Express men decided to quit, John
237 Simpson. He and his company driver, both of these men from Gadsden, Alabama, in a Chevrolet straight truck, followed the Mauney Truck Company to McColl and made the pick up of the Overman Cushion Tire Company. Incidentally, the Overman Cushion Tire Company is in Belville, New Jersey.

The bills of lading, through error, were made Mauney Transfer Company on both shipments, and the check was sent by Mrs. Ammons of the Marleboro Mills, to my knowledge she is still employed there, to me at Gastonia, and that kind of complicated things, because I had two deals with two different truckers. The bills of lading were made on Mauney Transfer Company bill of lading and the check showed to Mauney Transfer Company, so I prevailed upon Mr. Everett Mauney to indorse this check, which he did, and which he cashed at the Young Men's Shop in Gastonia, Mr. Warren Gardner.

Q. Was that the check covering both loads?

A. That check covered both loads, and I retained from that check 20 percent commission, and also deducted the cost of tele-

phone calls from and to McColl, South Carolina, and also telegrams that were interchanged back and forth. As business grew, we were using Mauney Transfer Company and John Simpson, who was operating as Simpson Motor Lines, and the two Hewitt boys as Hewitt Motor Lines, and we were conducting our business as R. S. Hewitt Motor Lines, Simpson Motor Lines, and Mauney Transfer Company.

238 The EXAMINER. Did you have any bills of lading printed?

The WITNESS. No, sir. We didn't have bills of lading. We used old Piedmont Motor Express. We found about two pads of those. We would put on there R. S. Hewitt Motor Lines.

Business picked up, so the check situation began to become a problem. I got the boys to go, and they gave me a letter of authority authorizing me to cash any and all checks issued to Mauney Transfer Company, R. S. Hewitt Motor Lines, John Simpson Motor Lines.

By Mr. RICHARDSON:

Q. When these checks were cashed, whose bank account did you put them on?

A. I put them in my personal bank account which was at the Commercial National Bank in Charlotte. I would issue a personal check to these men when they called on us for the money.

Q. Covering their part?

A. Covering their part.

Now, business still increased, and of all these boys who were operating for us, Mauney Transfer Company was the only one that had insurance.

Q. What period of time was that, Mr. Hudson?

A. The operations started in 1932. This was in early 1933. It was in March 1933 that business had increased to such extent that customers were demanding to be shown the insurance. Heretofore I was frankly telling some of the customers, who were all good friends of mine and I could talk to them frankly,

239 I told them that we didn't have insurance, but we were going to get it. Some, I guess——

Q. You say "we"; to whom do you have reference?

A. I referred to all of these dealings of Mr. Akers and I as "We."

Q. Go ahead. Tell us about these transactions.

A. The first account we had taken on was, of course, the Coker Mill and Foundry Company, who at that time was shipping considerable machinery into New England points; and Mr. Paget of the Charleston Chemical Company gave us southbound chemicals.

Q. Where did they originate?

A. Mr. Paget gave us the first load, which was hauled by Mr. Hewitt, and consisted of some 10,000 pounds of bulk chemicals, which he paid 90 cents a hundred from Manville, Rhode Island, to Charlotte, which was hauled by Mr. Hewitt.

The first trip that the Mauney Transfer Company hauled out was a load of tire fabric from McColl, and they brought their own freight back. On the second trip that they went out, they loaded with McClarin tires to Broadway Tire Company in New York City and brought back a load of chemicals from New Jersey to the American Cyanide Company in Charlotte.

Q. Did you call on the trade as a representative of these motor Lines that you mentioned?

A. Yes, sir; but I used principally in 1933 Mauney Transfer, because it was the only one of them that had the P. D. &
240 P. L. insurance, which carried that property damage and public liability insurance with the St. Paul Fire and Marine Insurance Company. This company also carried their cargo insurance and it was through the insurance company of Kuhn and Carter at Lincolnton, North Carolina.

In soliciting business, I always used a Mauney Transfer insurance policy for my talking points.

Q. You represented that the business was being transported by Mauney Transfer Company?

A. Mauney Transfer Company; yes.

The Southern Asbestos Company, after solicitation for some little time, decided to give me a trial on that, and on the first asbestos shipment we used Mr. R. S. Hewitt and his brother, G. E. Hewitt, on two loads going into Trenton, and the Driver-Harris Company of Harrison, New Jersey, which company sent wire to the Southern Asbestos Company, Charlotte. They began to ask for insurance on R. S. Hewitt and the other carriers, and I couldn't produce it, so I had to get the Mauney Transfer insurance broker, Cuhn and Carter, of Lincolnton, to file a policy with Mr. Griffis of the Southern Asbestos Company, and also the Driver-Harris Company in Harrison, New Jersey. All future shipments of brass wire from then on moved by Mauney Transfer Company, and that lasted until the latter part of 1933, when these other truckers, Hewitt, Simpson, and in the meantime
241 I had added T. R. Miller from Claremont.

These boys began to complain that they were not getting the "cream." This wire was exceptionally good freight and paid good, so they went to Kyhn and Carter and took out individual cargo policies for $1,000 each, which they paid for, and it was made out to T. R. Miller, the B. A. Miller Motor Lines, or John Simpson, individual. Of course, these men owned their own trucks in their own names.

To keep these boys satisfied and keep them hauling cotton yarn, which we were getting from the American Mills under the name of R. S. Hewitt Motor Lines and Mauney Transfer Company, and also from Threads, Inc., which we were getting under the name of R. S. Hewitt Motor Lines.

Q. Where is Threads, Inc., located?

A. They are located in Gastonia. The man who gave me this freight was Mr. William Craver, shipping Clerk, and very close friend of mine. He understood the insurance situation, but told me to be sure to get it, because it would get him in "Dutch" if anything happened.

Q. Did you continue to solicit business and give it to Mauney Transfer as business conditions required from time to time?

A. Yes, sir. Mauney on an average hauled tires to New York and Boston and LTL shipment of tires to Plainfield and Laurens. I would say ever other week. He had a solid load to New York from Charlotte of automobile tires.

242 Q. Were there tubes in that?

A. Tubes were also listed there and also advertising matter was sent on a number of those trips. Mauney, I would say on an average, and kept a record of each company. We made a kind of strip sheet, and listed Mauney Transfer Company when we listed the shipper, which would be the Southern Asbestos Company, Russell Manufacturing Company, Middletown, 7,000 pounds of freight at 90 cents. We would list the bill number and the bill would be made up in the early part of 1932—I mean the latter part of 1932, and early part of 1933, the bills were made in the name of Mauney Transfer and the different truck names. We would show, for instance, some particular loads that Mauney went out with thread going to at least four different shippers in New York City, and there was some asbestos going to Russel Manufacturing Company at Middletown.

Q. Did you, during this period of time, solicit for various kinds of freight and in turn give that freight to Mauney Transfer to haul?

A. I did. I solicited northbound freight for the account of Mauney Transfer under this authority given me by Everett Mauney, one of the owners of Mauney Transfer Company. I solicited cotton piece goods from the Manville-Jenks Mill at High Shoals, North Carolina, which is a point out from Gastonia where cotton piece goods was compressed in bales and went to Manville-Jenks plant in Manville, Rhode Island.

243 Q. Did Mauney haul some of that?

A. Mauney hauled some of that.

Q. What else did you get as a result of your solicitation as representative of Mauney Motor Lines, or Mauney Transfer Company to haul?

A. We got tire fabric from the Marleboro Mills in McCool, South Carolina.

The EXAMINER. When you began to call yourself Akers and Hudson and issued bills or have stationery with the name "Akers and Hudson" on it, did you ever have any of that on it?

The WITNESS. Yes, sir. We had letterheads printed in a Gastonia print shop. I don't know what the name is, but I can take you there.

The EXAMINER. I don't want to go there. I want to know about when it was.

The WITNESS. It was in 1934. In 1934, we had letterheads printed up reading as follows: "Akers and Hudson, Freight Brokers, 363 Air Line Avenue, Gastonia, North Carolina."

By Mr. RICHARDSON:

Q. How long did you operate under that name?

A. I operated under that name all through the year of 1934, and the first part of 1935.

A. During the time you were holding yourself out as brokers, did you solicit business for Mauney Transfer Company among other carriers?

244 A. Yes, sir.

Q. Did you give them the business?

A. We did. I can go a little bit further. We solicited more business under Mauney that Mauney didn't haul, that a lot of those other carriers hauled it.

Q. But you solicited under the name of Mauney?

A. Mauney and these other carriers hauled it like that. Overman Cushion Tire Company was on the bills of lading and the check made out to the Mauney Transfer Company, but Simpson hauled it.

The EXAMINER. When did you first get any bills of lading with the name "Akers and Hudson" on them?

The WITNESS. We first—Mr. Griffis was more or less responsible for that, because his customers were complaining. All along we had blank bills of lading made up where we could insert the names of the different truck lines; in fact, I would go by that.

I would call Southern Asbestos in the morning, and they would probably tell me they were going to have 10,000 pounds with Thermeroid Rubber Company in Trenton, New Jersey. The shipping clerk asked me how I wanted him to make out the 10,000 pounds for, in the name of Hewitt Motor Lines. 15,000 pounds of asbestos yarn going to Russell Manufacturing Company, Middle-

town, was made in the name of Mauney Transfer Company.
245 I called those boys and send them over. I would call the manager of the Mauney Transfer Company, and he would send his truck over.

By Mr. RICHARDSON:

Q. Would they haul asbestos up?

A. They would haul it up. It moved collect, and these boys would sometime, while I had no control over them, sometimes they would collect this money against my wishes, and they invariably would bring me back my part. After while though, we started holding up a hundred dollars on each one of these operators to finance themselves in case he had a breakdown.

Q. What did you give him to transfer southbound, if anything, while you were soliciting business?

A. For his line?

Q. Yes.

A. Yes, sir. We solicited from F. E. Hashhagen, a merchandise broker, in Gastonia, canned goods moving from Baltimore and Frederick, Maryland, which came up to various points, such as Shelby, Kings Mountain, and occasionally down to Clover.

Q. Mr. Mauney handled some of that for you?

A. He hauled some of that for us; yes, sir. Then we solicited Bright, Shiver, and Norcombe Company in Charlotte, who gave us cocoa, which moved via Mauney Transfer Company from New York to Charlotte; and they gave us various canned goods from Biglerville, Pennsylvania, to Charlotte. C. H. Musselman and Son, the shipper which moved to Charlotte, moved to Lancaster, Chester, and occasionally to Albemarle.

246 Q. What other commodities did you get south-bound and which you turned over as agent to Mauney Transfer Company, if anything?

A. We solicited from the Acie and Mead Company, Mr. Paul Halers in Charlotte. He is deceased now. He gave us bulk chemicals provided we would haul it at 50 cents a hundred, from New York, Long Island City, Jersey City, Camden, Philadelphia, Bound Brook, and Woodbridge to Greensboro, Canon Mills at Kannapolis and Charlotte. We also solicited using both names or using a number of names, including Mauney Transfer Company, from a paper company on Bleeker Street in New York City, to various places like Wilson, Rocky Mount, Goldsboro, Cramerton, Anderson, Taylorsville, Lenoir, Hudson, North Carolina, and a little point out from Lenoir.

Q. North Carolina?

A. North Carolina; yes.

Q. Did Mauney haul some of these goods that you just mentioned?

A. Yes, sir.

Q. What else did you get to turn over to Mauney from the east down this way, if anything?

A. Mauney hauled one load of steric beds or steric acid, some kind of product used by McClarin Rubber Company, which moved from Philadelphia. There was 30,000 pounds of this moving. I don't recall the exact month in 1934, but I do recall it was in the summertime in 1934 from Philadelphia to Charlotte;
247 30,000 pounds, and of that Mauney hauled 15,000 pounds of it on one of his trailers, and T. R. Miller of Claremont moved the other 15,000 pounds on a straight truck.

The EXAMINER. You never have told me yet when you began to use Akers and Hudson waybills.

The WITNESS. The actual use of Akers and Hudson freight bills started spasmodic in the latter part of 1934.

The EXAMINER. 1934?

The WITNESS. Yes, sir.

The EXAMINER. Did you use those on shipments other than those of the Southern Asbestos Company?

The WITNESS. We used them on Southern Asbestos to begin with or else we were going to lose their business to some carrier that would set up one.

The EXAMINER. Did you use them on other people's?

The WITNESS. We used our supply of blank bills when we charged the other people's, but we started to having them printed up as Akrers and Hudson Motor Line.

The EXAMINER. How long before Akers and Hudson ever acquired or operated a truck in its own name did you start to use Akers and Hudson waybills?

The WITNESS. May I answer it that way. We first started using those bills spasmodically the latter part of 1934, but Akers and Hudson did not own or operate any trucks at all until January 2, 1936.

248 By Mr. RICHARDSON:

Q. Did you have any control or jurisdiction over these trucks of Mauney while he was hauling this stuff for you—did you assume that position or did you just go out soliciting the business for him?

A. I just went out and solicited the business. I had no control over them at all; though I had a letter of authority from Mr. Everett Mauney giving me authority to solicit business and cash the checks.

Q. Under the bills, these freight bills of Akers and Hudson Motor Lines you were using after the latter part of 1934, did Mauney Transfer continue to transport property that you solicited from various shippers?

A. They did after we had the Akers and Hudson bills of lading made up. That didn't alter or effect the operation at all, but it just continued like *ti* always did.

Q. Except you just had a bill of lading made?

A. That is right.

Q. What is the reason for your getting this particular bill of lading?

A. Well, it was either get a bill of lading, or we were going to lose some of these customers because they were objecting to our making out so many different waybills for so many different shipments, and it was confusing to these different mills and shippers that we called on as to whom was going to handle the freight.

249 Q. And you did that as a matter of convenience?

A. Yes, as a matter of convenience.

The EXAMINER. Did you hear Mr. Griffs' testimony on the subject?

The WITNESS. Yes, sir.

The EXAMINER. Was it correct?

The WITNESS. It was.

By Mr. RICHARDSON:

Q. Tell us about some shipments, if you got any up there in the east, that you gave Mauney Transfer coming back down this way under the solicitation of either Mauney Motor Lines, or Akers and Hudson Motor Lines, or what have you?

A. Well, by offering to handle linoleum rugs which ordinarily moved in 30,000 pound car lots, we were successful in getting linoleum, felts, and floor covering products from Byrd and Sons in East Walpole, Massachusetts. We handled them in 15,000 pound lots at the carload rate.

Q. About when did this linoleum movement start there, if you recall?

A. Linoleum started in 1933.

Q. Did Mauney haul some of that from that time along?

A. Yes, sir. I can recall some specific shipments that he hauled. One in particular, it was a shipment that Mr. Webb Dellinger handled on a return trip of asbestos. He picked up a load

250 of Byrd and Sons rugs going to the North State Material Company in Asheville. To the best of my knowledge, he left the Byrd and Son plant on a certain Monday and did not arrive at Asheville until late Friday, claiming that he had different troubles on the route, and of course, the North State Material Company was contacting me for delivery.

Q. Contacting you as agent of Mauney Motor Lines?

A. That is right. Wanting to know where in the world the shipment was.

Q. Go ahead and tell us what else you gave them, if anything.

A. This was divided up among all the men that were hauling for us, the shipments were varied.

The EXAMINER. Get down to Mauney between January 1, 1935—I am not interested in any others—get down to Mauney on those dated.

The WITNESS. 1935?

The EXAMINER. Yes.

By Mr. RICHARDSON:

Q. Did you solicit business for Mauney Transfer Company during the period of January 1, 1935, and June 1, 1935, and if so, what commodities did you give him?

A. Yes, sir, we did, and he fell in line like the other carriers. He hauled some of the rugs that they were hauling for Glasgow-Allison Company, originating in Marcus Hook, and some came to Charlotte during the period of January 1, 1935, up until June 1, 1935.

The EXAMINER. Did you get him any north-bound traffic
251 during that time?

The WITNESS. Yes.

By Mr. RICHARDSON:

Q. What did you give him?

A. He handled north-bound shipments of asbestos, like always. Of course, at the time we were operating the Linley Trucks, Shagenhoff Trucks, and several others.

Q. Did you alternate the business between those trucks—is that the way you handled it?

A. Yes, sir. We alternated, but if the fellows didn't want to take it out, they just didn't go out. If they came in on Saturday night, and didn't want to go out, there was nothing we could do about it. Mauney fell in on his share of the freight, for instance, like this, on Saturday we would have 60,000 pounds of freight. We lifted all but 10,000, and invariably we would can Mauney. He would come down and pick up what was left, and this consisted of cotton yarns mostly. It was cotton yarns and asbestos.

Q. Going north?

A. Going north, and as a rule, we always gave Mauney these tires because he had open trailers, and those little trucks couldn't handle all of them.

Q. During the period that you began soliciting business for Mauney Transfer Company as their agent on down until June 1, 1935, did you solicit additional commodities from various people
from time to time, which you turned over to Mauney
252 Transfer for transportation?

A. Yes, sir. We broadened out and covered quite a radius of territory in our solicitation endeavors.

Q. Did Mauney Transfer Company go to these various points in various states as you turned business over to him as his agent?

A. He did, or they did rather.

Q. Did you solicit business that went to points different from the ones that the shipments might be going to along from time to time?

A. Yes, sir. I recall particularly the Reading, Pennsylvania, territory. We had been having difficulties in getting sufficient freight going to Philadelphia, New York and those New England states, Connecticut, Rhode Island, and Massachusetts, so we began to work on Mr. Wilson of the Ruby Cotton Mills in Gastonia who ships about 10,000 pounds a day of cotton yarn going into Reading, Pennsylvania, and vicinity. We added in the first part of 1935, sufficient towns, such towns like Hagerstown, Maryland, Waynesboro, Pennsylvania, Schuylkill Haven, Sunbury, Bethlehem, Allentown, Hamburg, Hazeltown, Wilkes-Barre, and such towns as that, which made a sufficient number.

Q. In getting this business to that Reading territory you just described, did it move from down in the Carolinas up there in truck load quantities or was it made up of various less than truck quantities, if you know?

253 A. It was made up of various truck-load quantities. As you know, cotton yarn has always moved on to any quantity rate. All of that was really in an quantity shipment, consisting of anywhere from one case up to fifteen cases to any one consignee. Our men, as we called them then, you see Mauney was operating their own business all along, they didn't rely on us exclusively. Our men began to find fault about going into the Reading territory because they contended it was mountainous, and we always called on Mauney Transfer Company to more or less put off the worse part of that Reading Freight on. Mauney Transfer got the worse part of that.

Q. Did he always haul it for you?

A. Yes, sir. They always hauled it.

Q. You testified awhile ago, as I recall it, that you had a letter of authority from Everett Mauney to cash these checks for him during the period of time the checks were being made out in his name and before you had the bills of lading published. Is that right,

A. That is right.

Q. What became of the letter, if anything, if you know?

A. I kept a file on Mauney Transfer Company, and when there were shipments being traced and when their shipments were damaged or lost or involved correspondence, when this particular

item referred to Mauney Transfer, I always wrote on a letterhead of Mauney Transfer Company and signed it
254 Mauney Transfer Company by me, as agent. I had built up quite a nice file, and I had the Mauney letter on that together with the other files of the other carriers, which Mr. Akers and I in February of 1936, decided we had better burn up.

Q. That is the reason you don't have these records here now?

A. That is the reason we couldn't produce that letter. That was burned one afternoon in front of Miss Kitty Moore, Mr. Akers, and myself.

Q. That is the reason you couldn't produce the particular shipments that were transported?

A. We destroyed all of those records of all of those carriers.

Q. When you did from time to time give Mauney Transfer some of this business up in the Reading area, he continued to transport it?

A. Yes, sir. Mauney continued hauling and has hauled continually since for Akers and Hudson, and even now they still haul.

Q. When did you have any lease arrangements with Mauney in regard to any trucks you were using or during this time you were soliciting freight as his agent?

A. While I was with Akers and Hudson, we had no lease arrangement.

Q. How long did you stay with Akers and Hudson?

A. I stayed with them up until March 1, 1937.

(Discussion off the record.)

255 The WITNESS. While I was with Akers and Hudson in Gastonia, as you know or may not know, I left Gastonia in October, 1936, and went to Atlanta and opened up an office for Akers and Hudson. It was a terminal and we began soliciting business from the Mandleville Mills in Carrollton, Georgia, textile products.

By Mr. RICHARDSON:

Q. What period of time was that?

A. That was in October 1936, and that constituted about a truck load or 20,000 pounds of yarn a day going to Philadelphia, and some to New York City. They make a type of yarn that is used by practically——

The EXAMINER. That was the first ever hauled by Akers and Hudson from there?

The WITNESS. That was the first textile shipment we hauled out of Georgia by Akers and Hudson.

The EXAMINER. When did you first begin to call yourself Akers and Hudson?

The WITNESS. We first called ourselves Akers and Hudson in 1934.

The EXAMINER. Were you partners then or two individuals?

The WITNESS. We were partners, but not incorporated partners. We split everything fifty-fifty. As a result of a wreck, and through the influence of Mr. Fred McIntyre of the Carolina Truck and Trailer Company, we incorporated to protect ourselves personally.

256 By Mr. RICHARDSON:

Q. About what time was that?

A. In 1935. Mr. Ernest Warren was the incorporator.

The EXAMINER. Was that after June 1 or before?

The WITNESS. That was before June 1.

By Mr. RICHARDSON:

Q. The first part of 1935?

A. The first part of 1935.

Q. Why did you incorporate?

A. As I just related, Roy Hines operating as Hines Motor Lines had carried a load northbound and had picked up a load of his own which consisted of flour, and he had a wreck, head-on collision coming back. Of course, we had P. D. & P. L. insurance, each man "kicked" in $27 a piece until we raised up a down payment to get the insurance under the name of Akers and Hudson Motor Lines. This insurance read they had to be hauling freight under the bill of lading of Akers and Hudson, and Hines was hauling his own freight then, and the party was getting ready to sue Roadway Express, and I think included about everybody, including us personally, but it was settled. So to protect ourselves personally, we incorporated it.

The EXAMINER. Was the name "Akers and Hudson" on Hines' truck when that happened?

The WITNESS. No, sir. It wasn't on his truck. It was on two pieces of tin which we stuck on the side of the trucks, and some of the states up the road requested them, particularly in
257 Maryland. We would tack it on little pieces of tin and then take it off and put it in the inside of the truck.

By Mr. RICHARDSON:

Q. What year was that when you had the tin plates?

A. That was in 1934.

Q. As a result of your solicitation, Mr. Hudson, did you get any batteries that you gave to any of these boys up in that country back down that way, if you recall?

A. I got batteries from the National Battery Company in Harrison, New Jersey, which came to the Goodrich Company in Charlotte and Gastonia and Shelby. On this particular move-

ment, I cannot recall whether Mauney handled any of these batteries or not, for at that time the business was using some fifteen pieces of equipment and we had so many commodities were coming in and out that I couldn't recall just on whose trucks each was moving on. There was a good chance that he did handle some, and a chance that he didn't.

The EXAMINER. What became of the bills covering those movements along about that time?

The WITNESS. Bills of 1935 movement?

The EXAMINER. Yes.

The WITNESS. The first of 1935, I started making up a little file folder for each trip. On this folder, I would put Mauney Transfer, Webb Dellinger, driver, whether the shipment was delivered direct or transferred. Those files, to my knowl-
258 edge, when I left were still in the possession of the Akers and Hudson Company.

By Mr. RICHARDSON:

Q. Mr. Hudson, during this period of time you were soliciting business as agent for Mauney Transfer Company?

A. Mauney Transfer and others.

Q. Did you distribute to Mauney Transfer for transportation new and different commodities along with the growth of the business?

A. Yes. I would say Mauney Transfer shared in transporting or received the benefit of every commodity solicited for Akers and Hudson.

Q. Do you mean at one time or another?

A. At one time or another, they handled some. We started in 1935 to handling wine, and I know for a fact that Mauney Transfer handled some of the wine.

Q. Where did the wine originate?

A. The wine originated at New York City.

Q. Where did it go?

A. To my knowledge, it went to Athens, Georgia, and possibly one point in North Carolina, Concord, Charlotte, and one particular shipment went to Athens which was transferred.

The EXAMINER. Where about?

The WITNESS. At Gastonia to another one of the trucks going down to Atlanta. I do recall that moving on a Mauney truck.

259 By Mr. RICHARDSON:

Q. Which one moved on Mauney Transfer truck?

A. One particular shipment of wine which included a wine press and wine, and some of it went to a man—I can't recall his name—in Concord.

Q. North Carolina?

A. In North Carolina, but the wine went there, and Mauney's truck delivered it and came on in and turned the bills in to me at Gastonia.

Q. During the period of time here that you were soliciting agent for Mauney Transfer Company, beginning back in 1932, I believe you said and down to 1936, was there any time that you had a lease on the equipment owned and operated by Mauney Transfer?

A. No, sir. There was no lease whatever. I would merely contact Everett Mauney or the acting manager or somebody at 182, Cherryville, which sometimes were the drivers, Mr. John Mauney, Webb or Loyd Dellinger, and pass the information along to them, and they would carry out the orders.

Q. Did you assume control at any time over the vehicles of Mauney Transfer at any time during that period?

A. No, sir. I didn't have control over any of Mauney's vehicles or any of the vehicles. The men who owned them paid their own drivers, paid for their gasoline, and their own license tags,
260 and made their own repairs, and bought their own tires.

Q. Did you consider at any time that the drivers of these trucks were your employees?

A. No, sir. They were not employees of the Akers and Hudson Company, except Miss Caroline Richberg, who came there as stenographer, and Mr. Bill Tomlin. Those were the only two employees of the Akers and Hudson Company.

Q. That condition existed down to about January 1, 1936?

A. It did.

Mr. RICHARDSON. That is all.

The WITNESS. There is one more thing that I recollect. In the latter part of 1935, Robert Wrenn was employed to keep books.

Mr. RICHARDSON. For whom?

The WITNESS. For Akers and Hudson, and he kept separate books for W. H. Lindley and kept separate books for Claude Slaggenhoff. Robert Wrenn received compensation from Lindley and Slaggenhoff on the basis of $5.00 per truck.

By Mr. RICHARDSON:

Q. Did he keep any books for Mauney Transfer during that period?

A. No, sir; he did not. On loads that were hauled for and by Mauney Transfer Company, we paid them or they paid us the commission.

Q. They kept their own records?

A. That is right. They kept their own records.

261 Mr. RICHARDSON. That is all.

Cross-examination by Mr. TOXEY:

Q. Mr. Hudson, by whom are you employed at present?

A. I am employed at present by Carolina Freight Carriers Corporation.

Q. In what capacity?

A. As solicitor.

Q. Soliciting freight?

A. Soliciting freight or general flunkey or anything else.

Q. How long have you been employed by the Carolina Freight Carriers?

A. Since June 1938.

Q. By whom were you employed prior to June 1938?

A. I was employed by the Florida East Coast Railroad.

Q. How long?

A. From March 1 until June 1.

Q. When did you leave the employ of Akers and Hudson?

A. March 1, 1937.

Q. When you were with the Akers and Hudson Motor Company as broker, did you keep a record of the various truck lines assigned to haul particular loads?

A. Yes, sir. Each truck line had its own file of loads hauled. For instance, R. S. Hewitt Motor Lines had a complete record and T. R. Miller Motor Lines had their complete records,
262 and The Mauney Transfer Company had their own complete records.

Q. Where are those records now?

A. Some were destroyed by fire. I can say that when I left there going down to Atlanta in October 1936, some of those records for the latter part of 1934 and 1935 were still intact.

Q. You don't have any of those records?

A. I don't have any of those records; no, sir. They were in Gastonia when I left.

Q. You relied entirely upon your memory to give specific reference to these shipments which you mentioned as being transported by the Mauney Transfer Company?

A. Yes, sir. I relied upon my memory.

Q. The Mauney Transfer Company hauled more traffic for you as a broker than any other truck people, would you say?

A. No, sir; they did not, but they averaged, I can safely say they averaged during from 1934 through 1935, when I had access or handled practically all this myself, they handled an average of twenty loads a month up and back, that is from the two Carolinas and up to eastern points and back to the Carolinas from the eastern points.

Q. Twenty loads a month?

A. Yes.

Q. How many loads did Hewitt Motor people haul for you a month?

A. Hewitt only had one truck himself, and his brother had the other. They would average eight loads a piece per
263 month. Simpson had only one truck, and they averaged about eight trips a month; that is, they averaged a round trip every week, one out and one in.

Q. Approximately thirty-six trips a month were distributed to those three truck lines?

A. Yes, sir. If it can be found, I made a report for each one of these trucks for the year 1934, and showed the number of trips each driver made north, the gross amount of his revenue, the gross amount of commissions deducted, and if that can be found in the Akers and Hudson files, that would give you the story of each individual man, the number of trips he made, and it shows the actual number of pounds handled on each trip, which is totaled up at the end of the month showing the gross poundage under the names of each one of the trucks.

Q. Why is it that you are so positive that these shipments you testified to moved by the Mauney Transfer Company were actually made over that line and not over some of the other truck lines that you had contact with?

A. Well, as a rule, I solicited the freight, and I stayed in the office at Gastonia and made the bills up myself and got the freight. I helped load these trucks and made the reports up covering them, so naturally, doing that type of work, I would remember in detail quite a number of them. I not only remember the Mauney Transfer loads in particular but I can name for you specific loads
264 of the other boys, the other carriers.

Q. When bills of lading were issued under the Akers and Hudson Motor Lines, I believe you stated that was in 1934 that practice started?

A. Yes.

Q. Who kept the copies of those bills of lading, Akers and Hudson Motor Company?

A. Yes, sir. I had a file, and at the end of each week or the end of each day, I would take all the general copies which these bills were made up in sets of five each with different colors. The general copy was marked "office copy," and each copy was kept in this file, and at the end of the week, I would make up a statement and list each one of these bills as the date, number, consignee, destination, and the amount and rate, the total. I would total it up and collect a check for it; that is, on prepaid shipments.

Q. Was the copy of the bill of lading given to the truck company who performed the transportation?

A. Yes, sir. Two copies were given to the truck company after we used the name Akers and Hudson. If the Mauney Transfer Company handled it, we marked it that way, and if the Hewitt truck handled it, we marked it "Hewitt," and if Miller handled it, we marked it "Miller." In that way, we knew which trucks handled which shipments. In other words, if a shipper was tracing a shipment, we would look into the file and see what
265 truck handled that number. Mauney Transfer Company didn't always turn their receipts in, but as a rule, kept most of them after they had delivered the shipment. I would look into this file I had prepared, showing the shipment number and load number. If I couldn't find the delivery receipt there, I would look back to a Mauney Transfer description sheet to see if they had turned it in, whether he delivered it direct or whether he transferred it.

Q. Do I understand from that copy of bill of lading made out in the name of Akers and Hudson given to a transportation company or truck line, who performed the service, was returned to you?

A. We asked for it, but we had very little control over it, sometimes they would turn it in, and sometimes they wouldn't.

Q. Sometimes they kept it for their records, and other times they returned them to you?

A. Yes. As one of these men or rather two of them, considering Mauney Transfer Company, filed their own application, some five of them wanted to file their application too.

Q. Some five of which men?

A. For instance, Ray Yount, Yount Motor lines, and D. L. Hines, Hines Motor Lines, C. J. Sigmon, operating as Sigmon Motor Lines, but they told me they couldn't because they were hauling for Akers and Hudson, and that discouraged them from filing the application.

266 Q. Were they hauling under lease arrangements?

A. No sir. There was no lease arrangement at all. They had no written lease arrangement at all.

Q. Were they hauling for Akers and Hudson similar to the Mauney Transfer Company?

A. Yes, sir. They were performing the same services. They would sometimes get their own loads.

Q. You left Akers and Hudson in March 1937?

A. Right.

Q. You started with that concern at what time?

A. 1932.

Q. In 1932?

A. Yes; but in 1932, we didn't operate as Akers and Hudson. I had a letter of authority from Mauney Transfer Company, which

was the only company of the three operators, that is Hewitt, Simpson, and Mauney. Mauney was the only one that had insurance. Akers and Hudson did not start being operated as Akers and Hudson until 1934. I will say that a shipper might have put a little pressure on me, and I might have made it Akers and Hudson in the latter part of 1933.

Q. From 1934 to 1937, you were operating as Akers and Hudson?

A. 1934 through 1937.

Q. When did they first obtain equipment going to the common carrier truck service?

A. They started negotiating on January 2, 1936.

267 Q. Prior to January 2, 1936, did they own any motor vehicle equipment at all?

A. No, sir. They didn't own or operate any kind of motor equipment.

Q. Did they have any under lease?

A. None under lease.

Q. No operating arrangements at all?

A. They were simply brokers. Our stationery implied that, it said, "Akers and Hudson, Freight Brokers."

Q. When you were with Akers and Hudson after they started common carrier truck service which you stated as January 1936, did you consider shipments which you, as brokers, turned over to other transportation companies that gave you authority under the grandfather clause to initiate a common carrier service?

A. To be frank, I didn't quite understand the Motor Carrier Act. To be frank, we were afraid the men would file their own, and if we filed one, it would complicate matters, so we discouraged them.

Q. Did Akers and Hudson file an application for common carrier service under the grandfather clause?

A. Yes, sir. We filed one under the grandfather clause.

Q. At the time you were in their employ?

A. Yes, sir.

Q. Did they rely upon the transportation services per-

268 formed by others such as Hewitt and Mauney giving them rights under the grandfather clause?

A. Yes, sir. We relied on those trucks up until January 2, 1936, and after January 2, 1936, these two largest owners of equipment pulled a "fast play," you might say, on us, and forced us to buy all their equipment.

Q. What were the two largest owners of equipment?

A. Mr. W. H. Lindley and Mr. Claude Slaggenhoff.

Q. How were they connected with Akers and Hudson?

A. They were both drivers and operators of equipment for Roadway Express, and Lindley became stranded down in Gas-

tonia. We loaded his truck just like the other equipment. He just stayed on and eventually bought another truck, and we made a mistake and didn't stop them. The same thing is true of Slaggenhoff except he came down at our request and grew from one truck up to four or five. The other operators were single truck operators, and——

Q. You say "other operators," do you mean those five you enumerated a short while ago?

A. No, but quite a few of them, Hoy Hines, D. L. Hines, the two Hewitt trucks, doing business as Hewitt Motor Lines, Ray Yount, Simpson, and a Hudson from Gastonia, no kin to me.

Q. Were they truck operators that Akers and Hudson solicited traffic for?

A. Yes, sir. They were truck operators and we solicited
269 the business, and we got the boys to haul it.

Q. Did they handle traffic in much the same manner as Mauney Transfer Company?

A. With the exception that Mauney Transfer Company handled our regular business, and they conducted their own business, too. Mauney Transfer was hauling the Rex Mill business out of Gastonia, which was a very desirable movement. They had more equipment than these other men. Mauney had maybe when we first contacted them two pieces of equipment, and they added another. As a rule, Mauney brought back quite a bit of freight of their own, and had room to handle, I would say, twenty loads a month for us.

Q. How long were you acting as a broker under the Akers and Hudson Company for those other carriers? As I understood it, you were only operating as broker for about three.

A. We increased as business increased, and added the trucks and anybody that we could get. Perhaps it you were in Gastonia at that time, we would probably have approached you for it.

Q. Was your connection with these other truck operators similar to that with the Mauney Company—you didn't lease their trucks?

A. No, sir. We didn't lease their trucks at all nor any other trucks.

Q. Your connection with these other truck operators was exactly the same as with the Mauney Transfer?

270 A. Yes.

Q. Simply as broker?

A. Simply as broker.

Q. Soliciting freight for those truck operators as well as the three you previously named?

A. That is correct.

Q. When did you solicit any freight for these seven or eight operators, for what period?

A. They were added at various times.

Q. About what time?

A. I can't tell you the exact dates, but a few were to come in possession of that report I made up of the different trucks. You can see by the months as men were added and as men fell out.

Q. Your memory has been pretty good on the shipments you are absolutely certain moved by the Mauney Transfer Company, so I think it should be equally good on the times they were added and started operating for you.

A. I can give you the approximate time that nearly everyone started to operating. I can recall, I believe, specific shipments that would reflect on these operators that they handled However, I do recall when we first started out on this that Mauney predominated because he was the only truck line that had insurance, and for a long period there we had to use him to haul the cream of the freight which was the asbestos northbound and that wire southbound.

271 Q. Do you mind giving the names of these operators again in addition to Mauney, Simpson, and Hewitt?

A. I can't give you the exact dates, but I can give you the line-up as they were employed.

The first one, R. S. Hewitt and his brother, G. E. Hewitt, operating as Hewitt Motor Lines. They claimed Claremont and Salisbury as their headquarters, and to my knowledge, showed Claremont on the side of the truck. The second one——

Q. When did you first contact those people?

A. They were in 1932.

In 1932, the Mauney Transfer Company made their appearance in there, and either at the end of 1932 or the first part of 1933, John Simpson, from Gadsden, Alabama, came up. Following John Simpson, there was a boy by the name of Wes Jenkins from Gadsden, Alabama, who also operated spasmodically for us as Jenkins Motor Lines and then sometimes for Roadway Express.

Q. What year was that?

A. That was the first part of 1933. Following Jenkins, was T. R. Miller of Claremont, North Carolina, and following him, was Foy Miller.

Q. What year did Miller operate?

A. 1933. All of these I am naming over came in 1933.

Foy Miller and Kermit Allspaw from Taylorsville or Hiddenite, North Carolina. A fellow, Teague, I don't recall his initials, but he came from Taylorsville.

272 Q. 1933?

A. Yes, sir. Then the latter part of 1933 or the first of 1934, D. L. Hines from Taylorsville came in, and another

boy by the name of Roy Hines, and then Ray Yount made his appearance. Mr. M. L. Pannell of Claremont. Incidentally, Mr. Pannell was killed in an accident at Delaware.

Q. All of these in 1934?

A. These are 1934.

Q. Is that all?

A. In the latter part of 1934, W. H. Lindley came there from the Roadway Express. This was the latter part of 1934, because his license expired in that year, and the new year caught him down in the Carolinas. The company he was hauling for wouldn't give him any more advances or something to that effect. He stayed on with us. Mr. Slaggenhoff came down about two months following that. I would say that was either the first part of March or the latter part of February that Slaggenhoff came from some place in Indiana where he was operating for Roadway Express. The last man taken on was a boy up at near Statesville. His last name was Alexander, but I can't recall his first name. He was the last leased man to be taken on. In the meantime Lindley and Slaggenhoff began to grow, and they predominated the field with Mauney coming in there as the third largest one operating over there.

Q. Alexander came in 1935?

273 A. Yes. He was the last man to come on before January 1, 1936. Thereafter, as business increased this boy Lindley and Slaggenhoff were adding equipment on.

Q. What did you mean a minute ago by saying the "last leased man" to come on?

A. He was the last man hired.

Q. You don't mean he was under a lease?

A. I don't mean that he was a leased man. I would like to retract that. He was the last man that came down with a truck, until January 1, 1936, and then the company continued operating after this forced issue was made by Lindley and Slaggenhoff to come into the company. They sold their equipment to Akers and Hudson Motor Lines, Inc., and took stock in lieu of it.

The EXAMINER. Did they sell their right to Akers and Hudson, too?

The WITNESS. They did not sell their right. As you recall, Mr. Lindley attempted to file his application. I don't know what happened, but he attempted to file it. Mr. Bleese is familiar with that.

Prior to January 2, 1936, Lindley and Slaggenhoff had their own desks in the building at 363 West Air Line Avenue, and they kept their own books and hired their own men, made their own pick-ups, had their own pick-up truck, and when they picked

up freight that was hauled by these other men, they
274 charged the other men 10 cents a hundred for picking it up.

By Mr. Toxey:

Q. What territory was what commodity did these additional twelve operators handle and serve? Did they transport commodities and operate in the same territory as the Mauney Transfer?

A. Practically the same, yes. I would say the same territory.

Q. Practically the same territory?

A. The same territory. We worked on cotton yarns originating in Kings Mountain, Bessemer City, Gastonia, Ranlo, Rock Hill, South Carolina, and Clover, South Carolina, moving to points about Baltimore and going over as far as Reading, Pennsylvania, including Philadelphia, Wilmington, Delaware, and various points in the state of New Jersey, up to New York City, with occasional trips over to Buffalo, New York, and into the New England states—Connecticut, Rhode Island, Massachusetts. On southbound, we picked up in the three New England states of Connecticut, Rhode Island, and Massachusetts, New York City proper, New Jersey points, we cut the state of Pennsylvania in half, anything on the eastern half, back over toward Philadelphia, Baltimore, and various Maryland points, coming into the Carolinas. We handled linoleum felt base rugs and floor material from Marcus Hook, Pennsylvania, occasionally New Jersey—Camden, New Jersey—going into Atlanta, Georgia, occasionally to Macon, occasionally to Savannah, and occasionally to to Albany, and that was broadened to include shipments from
275 East Walpole, moving to Atlanta and to Macon. In 1935, after June 1, 1935, that was broadened to cover points like Alabama like Birmingham, which we transferred by Georgia Motor Express in Atlanta or by Howard Hauling Company in Birmingham and the Dixie Highway Express. These three trucks, after unloading in Albany, Macon, Savannah, and Atlanta, would return empty to Gastonia, the terminal for a loading of their northbound shipments.

Q. Prior to June 1, 1935, about how many trips a month did Wes Jenkins make for Akers and Hudson as brokers?

A. I am afraid—Wes Jenkins, while he was hauling, averaged eight trips, that is a round trip a week. In other words, four round trips.

Q. Four month and four south?

A. That is right.

Q. How many trips did Miller average a month for you prior to June 1, 1935?

A. All these men averaged a round trip a week. Occasionally they would get in an extra trip.

Q. Would you safely say eight trips a month?

A. I would safely say that.

Q. Is that approximately correct?

A. I will safely say, as that report will bear me out, eight will be the average over a period of a year.

Q. Will that report bear you out?

276 A. That report, if it can be found in Akers and Hudson files, showed reports at the end of each month, the gross amount of revenue derived from each truck, the gross tonnage handled by each truck, and the gross commission derived from each truck.

Q. Did you make any effort to get that report prior to this hearing?

A. No, sir. I had no business over there to try to get it.

Q. Did you make any effort whatsoever?

A. Nos, sir. That report wasn't needed at this hearing, except to introduce and show that Mauney Transfer as well as these other companies transported quite a bit of tonnage.

Q. Approximately, these trucks made a hundred and thirty-two trips a month for you prior to June 1, 1935, all of them together?

A. This report would show in detail every trip. If you can get that, you can see the whole picture for 1933 and 1934, possibly.

The EXAMINER. We haven't got that though. Was a hundred and thirty-two about right? That report is not here?

The WITNESS. The report is not here, of course; no.

The EXAMINER. Would a hundred and thirty-two trips be about the number that was run monthly?

The WITNESS. Yes, sir. All those boys would average, because we kept—we would start at each month and make a set of numbers like 340, 342, or 343, and as each number was used

277 for a load, I would mark the man's name on it. We would try to make that run way over a hundred. I recall that it always run way over a hundred monthly, way over a hundred trips loading out and *and* loading in. We considered when a man would go in, that was one trip; and when he went out, that was another trip.

The EXAMINER. You feel that your memory couldn't be faulty as to these specific shipments that you testified to hauling by Mauney Transfer Company?

The WITNESS. No, sir.

The EXAMINER. Is it possible they could have been hauled by any of these other people operating for Akers and Hudson?

The WITNESS. I doubt very much if it could be confused because I handled the bills, describing the loading. I was very familiar with the entire procedure.

The EXAMINER. What makes you so certain that they were shipments moved by this particular trucking company rather than any others?

The WITNESS. I happen to know the boys and naturally if a truck would come down with John Mauney on it, we always had a friendly chat, laughed and talked while loading on these shipments. His shipments are very fresh in my mind, because I had to make the records of them, keep the records of the, I collected the money, I kept the book records, so naturally I was more or less
278 familiar with all these transactions, all these loads, and all these pick-ups.

The EXAMINER. Out of the hundred and thirty-two trips made in a month, you feel confident you could go back prior to 1935, single out the ones hauled by the Mauney Transfer Company?

The WITNESS. I can't single out all, but I can come pretty close to singling out any number of them.

The EXAMINER. You are absolutely certain they did move by that company?

The WITNESS. Yes, sir. I am certain they moved by Mauney, and not only Mauney but some of the other lines that were operating.

The EXAMINER. You are absolutely certain that Akers and Hudson didn't have any trucks and operate common-carrier service prior to January 2, 1936?

The WITNESS. I am under oath. They absolutely didn't.

The EXAMINER. Did Akers and Hudson acquire the right of Slaggenhoff or Lindley when they acquired their property?

The WITNESS. The bill of sale was omitted because there was quite a bit of worry about it, and following that, the equipment of Foy Miller and Ray Yount was bought particularly to get the bill of sale. Foy Miller and Ray Yount also sold their rights under the grandfather clause to Akers and Hudson; however, neither Foy Miller or Ray Yount filed an application.

279 The EXAMINER. Did either one of them operate before June 1, 1935?

The WITNESS. Yes, sir. For your information, Foy Miller and Roy Yount's equipment was bought in 1936.

The EXAMINER. After January 2?

The WITNESS. After January 2; yes, sir.

The EXAMINER. I have no further questions.

Redirect examination by Mr. RICHARDSON:

Q. Mr. Hudson, in making the application for Akers and Hudson Motor Lines, when it was filed, was it your understanding that

if you had any operating rights at all, Akers and Hudson, it would be necessary for you to protect them?

A. Well, to be frank, we didn't give the Motor Carrier Act, which was supposed to have been put in effect on June 1, 1935, much thought. In fact, it was kind of a remote thing to us, because during the N. R. A. period, instead of filing one of those N. R. A. registrations in the name of Akers and Hudson, it was filed in the name of W. H. Lindley, and one in the name of Slaggenhoff, one in the name of C. J. Sigmon, and any other operators that were operating. We thought it was going to be more or less another N. R. A. affair. Right at the closing stages Mr. Wilkerson and Mr. Cluttz of Horton Motor Lines kind of impressed us with the importance of it, so we went to see Mr. Wilkerson
280 and he directed that we contact Mr. E. H. Hanson, an attorney in Charlotte, for advice. This application was prepared thereafter. I prepared it with the help of Mr. Akers.

Q. You prepared it and filed it to protect whatever rights, if any, were vested in Akers and Hudson Motor Lines?

A. That is right.

Q. It was your understanding that if you had any rights by reason of these operations you would have to protect them by filing this application?

A. Prior to this time, these carriers were thinking of filing themselves, and of course, Hewitt did file. Hewitt had been away from us for a year or so hauling for himself, anyway he had left us entirely. Rather than have those men filing and putting us at the mercy of them, which was bad enough as it was, we decided to file ourselves, thinking that we could protect what rights, if any, we had.

The EXAMINER. Did Akers and Hudson file broker application, also?

The WITNESS. No, sir.

The EXAMINER. They never did?

The WITNESS. No, sir.

Mr. TOXEY. I would like to ask one more question.

Recross examination by Mr. TOXEY:

Q. You stated you personally filed the application for Akers and Hudson?

281 A. I prepared it, Mr. Akers signed it, and it was filed under the direction and under the guidance of Mr. Hanson.

Q. You were supporting whatever grandfather rights, if any, that you had on shipments, way bills, and bills of lading, under which other truck lines had transported for Akers and Hudson as a broker?

A. Yes, sir. The bills of lading showed Akers and Hudson, but of course, they were all brokerage operations.

Q. Were the bills of lading and other shipping papers or traffic transported by the Mauney Transfer Company used as a basis for the grandfather rights for Akers and Hudson?

A. In preparing this application, we didn't give any supporting evidence of bills of lading. We merely filed the application and drew the necessary papers and showed the different routes over which we operated and gave, as example, how loads were handled, but we didn't say who owned the trucks, naturally, and prepared up——

Q. What do you mean by "naturally"?

A. Naturally we didn't want to file an application and say these trucks were owned by W. H. Lindley, Slaggenhoff, and T. R. Miller and Ray Yount. You see we never bought any license tags for those trucks.

The EXAMINER. I don't think we can go any further into Akers and Hudson. I think we have diverted from the Mauney Transfer line.

282 The WITNESS. That is what I was called in for was to give evidence affecting the Carolina Freight Carriers or Mauney Transfer.

The EXAMINER. Are there any further questions? I am talking about questions in regard to Mauney as related to Akers and Hudson. If there are, I will hear those, but nothing else.

Mr. RICHARDSON. I have no further questions.

Mr. TOXEY. I have none.

The EXAMINER. All right.

(Witness excused.)

C. GRIER BEAM testified further as follows:

Redirect examination by Mr. RICHARDSON:

Q. I hand you a document and ask you if that document is prepared from the records of Carolina Freight Carriers Corporation?

A. Yes, sir.

Q. That document shows shipments which were transported by Carolina Freight Carriers Corporation?

A. Yes, sir.

Q. Or by Mauney Transfer Company during the time that you have been operating that business?

A. Yes, sir.

Q. Are these the records in this envelope from which

283 that document has been prepared?

A. Yes, sir.

Q. Is that statement true and correct to the best of your knowledge and belief?

A. Yes, sir.

The EXAMINER. Was each shipment shown thereon actually transported by Carolina Freight Carriers Corporation from origin to destination?

The WITNESS. Yes, sir.

The EXAMINER. As shown on this list?

The WITNESS. Yes, sir; all of it.

Mr. RICHARDSON. We offer that as exhibit No. 4.

The EXAMINER. It will be marked for identification as exhibit No. 4.

(Exhibit No. 4, Witness Beam, was marked for identification.)

The EXAMINER. Are the records here supporting that?

The WITNESS. Yes. The bills of lading are in there for every item.

The EXAMINER. All right.

Recross-examination by Mr. TOXEY:

Q. Are all the supporting documents covering shipments enumerated on exhibit 1, exhibits 1 and 4, on bills of lading or shipping papers issued by the Mauney Transfer Company or the Carolina Freight Carriers?

284 A. I didn't get the question.

(The question is read by the reporter.)

The WITNESS. I still don't understand exactly what you mean by that question.

The EXAMINER. Off the record.

(Discussion off the record.)

The WITNESS. Yes, sir.

Mr. TOXEY. The answer is yes?

The WITNESS. Yes.

The EXAMINER. Was each shipment on exhibit 1 and exhibit 4 carried from origin to destination without interchange either by the Mauney Transfer Company or Carolina Freight Carriers Corporation?

The WITNESS. With the exception of New York City.

Redirect examination by Mr. RICHARDSON:

Q. What interchange, if any, existed there?

A. I don't deliver anything in New York City, because the law doesn't allow it.

Q. Where do you take it?

A. To Meyers Forwarding Company, who act as our agent.

Q. Where are they located?

A. 135 West 17th Street.

Q. You take it into the city of New York?

A. Yes.

285 Q. They do your local delivery in New York City?

A. And picking up. I have an office in their building.

The EXAMINER. Mr. Beam, do you know Mr. S. M. Butler?

The WITNESS. Yes, sir.

The EXAMINER. Was he the president of Mauney Transfer Company, Inc.?

The WITNESS. At one time; yes, sir.

The EXAMINER. Was he such official on January 22, 1936, the date he signed this application?

The WITNESS. I am not positive as to what title he held. I know he was connected with the Mauney Transfer Company in some way.

The EXAMINER. Was he the chief official at the time this application was signed, do you know, January 1936?

The WITNESS. I don't know whether you would call him the chief official or not. I would say this that the application was made out and did not represent all the territory that the bills of lading show.

The EXAMINER. The bills of lading were later delivered to you?

The WITNESS. Yes, sir. If I had made the original application, I would have asked for different territory from what was asked for in that application.

The EXAMINER. They claimed a regular route operation in there, does any evidence you have found since you took over
286 the records and management of this company, any indication that there ever was a regular route operation?

The WITNESS. I don't think they knew what they were talking about when they were talking about a regular route.

The EXAMINER. Have you continued a regular route operation since you had it?

The WITNESS. No, sir. We load a load going to Hagerstown, Maryland, and we take it to Hagerstown, Maryland, the nearest way we can go, the best roads.

The EXAMINER. As successor in interest, you don't claim a regular route operation with service to intermediate points as a regular route operator, do you?

The WITNESS. No, sir.

The EXAMINER. Are there any exceptions to the way the holding out of this company has been set forth in your interview statement signed before Mr. Raymond on January 5, 1938?

Mr. RICHARDSON. You still want the exceptions named on here to prevail?

The WITNESS. Yes, sir.

The EXAMINER. That is all.

Mr. RICHARDSON. That is all.

The EXAMINER. Is there any objection to exhibit No. 1 and exhibit No. 4 in evidence?

Mr. TOXEY. No.

287 The EXAMINER. Exhibit No. 1 and exhibit No. 4 are admitted in evidence.

(Exhibit No. 1 and Exhibit No. 4, Witness Beam, are received in evidence.)

Mr. RICHARDSON. That is all.

(Witness excused.)

The EXAMINER. Do you wish to file briefs?

Mr. RICHARDSON. No.

Mr. TOXEY. No.

The EXAMINER. The hearing is adjourned.

(Whereupon at 10:35 p. m., the hearing was closed.)

288 *Exhibit No. 1—Witness Beam*

STATEMENT SHOWING SHIPMENTS TRANSPORTED BY MAUNEY TRANSFER COMPANY, INC., AND/OR CAROLINA FREIGHT CARRIERS CORP., CHERRYVILLE, N. C.

From—	To—	Commodity	Date
Marion, N. C	Brooklyn, N. Y	Cotton Yarn	4/26/35, 5/17/35.
Do	New York, N. Y	do	4/19/35, 4/26/35, 5/17/35.
Do	Allentown, Pa	do	4/19/35, 5/4/35, 5/15/35, 5/22/35, 5/29/35.
Do	Auburn, Pa	do	4/19/35.
Do	Girardville, Pa	do	4/19/35, 4/26/35.
Do	Hamburg, Pa	do	4/19/35, 5/17/35, 5/29/35.
Do	Hazleton, Pa	do	4/26/35, 5/18/35.
Do	Leesport, Pa	do	5/10/35, 5/15/35.
Do	Linfield, Pa	do	5/25/35, 5/29/35.
Do	Orwigsburg, Pa	do	4/26/35.
Do	Philadelphia, Pa	do	4/19/35.
Do	Phoenixville, Pa	do	4/19/35, 4/26/35, 5/22/35.
Do	do	Yarn Tubing	4/19/35.
Do	do	Cotton Yarn	5/25/35, 5/29/35.
Do	Port Carbon, Pa	do	4/19/35.
Do	Port Clinton, Pa	do	5/17/35.
Do	Reading, Pa	do	5/10/35, 5/15/35.
Do	Royersford, Pa	do	4/19/35, 5/25/35.
Do	Schuylkill Haven, Pa	do	4/26/35.
Do	Shamokin, Pa	do	4/26/35.
Belmont, N. C	Coventry, R. I	do	2/2/35.
Do	Providence, R. I	do	10/4/34.
Do	Woonsocket, R. I	do	10/4/34.
Cherryville, N. C	Pawtucket, R. I	Warps cotton yarn	1/5/35.
Lincolnton, N. C	do	Cotton Yarn	4/17/35.
Belmont, N. C	Easthampton, Mass	do	2/4/35.
Do	Danielson, Conn	do	5/2/35.
Do	Stonington, Conn	do	1/2/35.
Cherryville, N. C	New York, N. Y	do	11/7/34, 11/15/34, 1/4/35, 1/15/35, 1/17/35, 2/16/35, 2/21/35, 5/29/35, 5/30/35, 5/31/35.
Do	Newburgh, N. Y	do	3/20/35.
High Point, N. C	New York, N. Y	do	5/4/35.
Marion, N. C	do	do	5/17/35.
Maiden, N. C	Brooklyn, N. Y	do	10/16/34, 10/17/34.
Do	Clark Mills, N. Y	do	5/7/35.
Lincolnton, N. C	New York, N. Y	do	4/3/35, 3/16/35.
Salisbury, N. C	do	do	9/27/34.
Taylorsville, N. C	Brooklyn, N. Y	do	2/27/35.
Belmont, N. C	Allentown, Pa	do	11/4/34.
Do	Chester, Pa	do	5/24/35.
Do	Philadelphia, Pa	do	5/3/35.
Do	York, Pa	do	5/3/35.

Exhibit No. 1—Witness Beam—Continued

From—	To—	Commodity	Date
Cherryville, N. C	Chester, Pa	Cotton Yarn	10/13/34, 11/3/34, 2/7/35, 2/9/35, 2/16/35, 2/20/35, 3/2/35.
Do	Philadelphia, Pa	do	9/29/34, 10/13/34, 1/5/35, 2/16/35, 5/31/35.
Do	Phoenixville, Pa	do	12/8/34.
Do	Pottstown, Pa	do	11/2/34.
Do	Reading, Pa	Cotton yarn on tubes	11/16/34.
Do	Scranton, Pa	do	12/13/34.
Gastonia, N. C	Allentown, Pa	do	12/21/34.
Do	Chester, Pa	do	5/15/35.
Greensboro, N. C	do	do	12/11/34.
Hickory, N. C	Philadelphia, Pa	do	5/4/35.
Kings Mountain, N. C	Conchohocken, Pa	do	1/10/35.
Do	Philadelphia, Pa	do	1/7/35.
Do	Pittsburgh, Pa	do	1/11/35.
Do	Wilkes-Barre, Pa	do	10/23/34.
Lincolnton, N. C	Philadelphia, Pa	do	5/8/35.
Malden, N. C	Clifton Heights, Pa	do	3/12/35.
Do	Columbia, Pa	do	1/17/35.
289 Do	Conshohocken, Pa	Cotton Yarn	10/30/35.
Marion, N. C	Chester, Pa	do	5/15/35.
Rockwell, N. C	Philadelphia, Pa	do	12/17/34.
Salisbury, N. C	Allentown, Pa	do	11/7/34, 1/1/36.
Do	Easton, Pa	do	1/2/35.
Do	Gilbertsville, Pa	do	1/1/35.
Do	Hamburg, Pa	do	12/8/34.
Do	Chester, Pa	do	1/1/35.
Do	Millersburg, Pa	do	10/22/34.
Do	Spring City, Pa	do	12/5/34.
Belmont, N. C	Philadelphia, Pa	do	1/30/35.
Stanley, N. C	do	do	5/21/35.
Taylorsville, N. C	Allentown, Pa	do	1/1/35.
Do	Ashland, Pa	do	1/2/35, 1/4/35, 1/18/35.
Do	Boyertown, Pa	do	11/13/34, 11/16/34, 11/22/34.
Do	Clifton Heights, Pa	do	11/28/34, 11/26/34, 12/5/34, 12/8/34, 12/12/34.
Do	Gilbertsville, Pa	do	1/12/35.
Do	Millersburg, Pa	do	1/18/35.
Do	Philadelphia, Pa	do	1/1/35, 2/5/35.
Do	Phoenixville, Pa	do	11/30/34, 11/23/34, 12/5/34, 11/10/35.
Do	Pottstown, Pa	do	11/23/34, 11/28/34, 1/6/35.
Do	Schuylkill Haven, Pa	do	1/18/35.
Do	Stowe, Pa	do	11/16/34, 11/23/34, 12/8/34, 12/12/34, 11/3/35, 4/16/35.
Thomasville, N. C	Chester, Pa	do	2/20/34.
Cherryville, N. C	Bloomfield, N. J	do	3/16/35, 3/20/35, 3/22/35, 3/30/35.
Do	Jersey City, N. J	do	3/16/35, 3/20/35, 4/12/35.
Do	Newark, N. J	do	4/3/35, 4/6/35, 4/10/35 4/20/35, 5/4/35, 5/8/35, 5/15/35, 5/18/35, 5/22/35.
Do	Somerville, N. J	do	11/16/34, 11/22/34, 11/30/34, 12/7/34, 1/12/35, 1/19/35, 2/2/35, 3/14/35, 3/20/35, 4/11/35, 4/20/35, 5/4/35, 5/8/35, 5/17/35.
Do	Union City, N. J	Lisle Tw. Cones and Cotton Yarn.	11/17/34, 11/24/34, 11/30/34, 12/12/34, 12/29/34, 1/12/35 1/19/35, 1/26/35, 2/22/35, 2/23/35, 3/2/35, 3/23/35, 4/3/35, 4/10/35, 4/20/35, 4/30/35, 5/18/35.
Do	Brooklyn, N. Y	Cotton Yarn	4/27/35, 4/24/35.
Do	New York, N. Y	Skeins	11/15/34, 11/16/34.
Do	do	Bleached Cones	11/15/34, 12/15/34.
Do	do	Cotton Yarn	11/21/34, 11/30/34.
Do	do	Cones Natural	11/30/34.
Do	do	Skeins	12/5/34.
Do	do	Cotton Yarn	12/8/34, 12/12/34, 12/18/34, 12/22/34, 12/31/34, 1/5/35, 1/9/35, 1/11/35, 1/19/35, 1/23/35, 1/30/35, 2/2/35, 2/6/35, 2/8/35, 2/9/35, 2/12/35, 2/23/35, 2/27/35, 3/2/35, 3/6/35.

Exhibit No. 1—Witness Beam—Continued

From—	To—	Commodity	Date
290 Cherryville, N.C.	New York, N. Y.	Cotton Yarn	3/9/35, 3/13/35, 3/16/35, 3/20/35, 3/27/35, 3/29/35, 4/3/35, 4/5/35, 4/10/35, 4/12/35, 4/17/35, 4/20/35, 4/24/35, 4/30/35, 5/2/35, 5/8/35, 5/14/35, 5/18/35, 5/29/35.
Do	Allentown, Pa	do	2/37/35.
Do	Chester, Pa	Cotton Yarn Skeins	8/26/33, 9/1/33, 8/31/33, 9/9/33, 9/16/33, 9/21/33, 9/30/33.
Do	do	Warps Gassed	10/7/33, 10/13/33, 10/20/33, 10/28/33, 10/31/33, 11/7/33, 11/18/33, 12/9/33, 12/16/33, 12/8/34, 12/9/34, 2/22/35.
Do	do	Cotton Yarn	4/17/35, 5/18/35.
Do	do	Warps	4/20/35.
Do	Clifton Heights, Pa	Warp Tw. Skeins	9/22/33.
Do	Philadelphia, Pa	Cotton Yarn	12/5/34, 12/8/34, 12/15/34, 12/29/34, 12/31/34, 1/12/35 1/26/35, 1/31/35, 2/2/35, 2/6/35, 2/2/35, 3/9/35, 3/16/35, 3/23/35, 4/10/35, 4/13/35, 4/18/35, 4/27/35, 4/30/35, 5/8/35.
Do	Pottstown, Pa	do	1/26/35, 1/30/35, 2/23/35, 2/27/35, 3/2/35, 3/9/35, 4/3/35, 4/13/35.
Do	Providence, R. I	Warps	4/6/35.
Kings Mountain, N. C.	Lenni, Pa	Cotton Yarn	6/29/35.
Malden, N. C.	Philadelphia, Pa	do	1/1/35.
Lincolnton, N. C.	Washington, D. C.	Cotton Bedspreads	5/16/35.
Cherryville, N. C.	Baltimore, Md	Cotton Yarn	11/16/34.
Maiden, N. C.	Elk Mills, Md	do	3/30/35.
Taylorsville, N. C.	Hagerstown, Md	do	2/6/35, 1/6/35.
Kings Mountain, N. C.	Mt. Holly, N. J	do	1/25/35.
Long Shoals, N. C.	do	do	8/26/34.
Malden, N. C.	Paterson, N. J	do	1/4/34, 10/16/34.
Do	South River, N. J	do	9/15/34.
Cherryville, N. C.	Bloomfield, N. J	do	10/11/34.
Do	Bound Brook, N. J	do	10/19/34.
Do	Jersey City, N. J	do	10/13/34, 11/3/34.
Do	Mt. Holly, N. J	do	11/7/34.
Do	Newark, N. J	do	5/4/34, 5/30/35, 5/31/35.
Do	Passaic, N. J	do	5/8/35.
Do	Perth Amboy, N. J	do	10/13/34, 10/15/34.
Do	Somerville, N. J	do	10/6/34, 2/9/35, 2/16/35.
Do	South River, N. J	do	4/26/35.
Do	Trenton, N. J	do	9/29/34.
Do	Union City, N. J	do	1/9/35, 1/12/35, 5/11/35, 5/25/35.
Falls River, Mass.	Cherryville, N. C	Quiller Machines	3/29/35.
Sewaren, N. J	Gaffney, S. C	Pet. Lub. Oils	4/1/35.
Baltimore, Md	Charlotte, N. C	Can Corn	6/5/34.
Do	do	Canned Goods	1/13/35, 1/14/35.
Do	Dallas, N. C	Medicine	6/5/34.
Do	Gastonia, N. C	Canned Goods	5/30/34.
Jersey City, N. J.	Monroe, N. C	Storage Batteries	7/25/33, 8/11/33.
Do	Raleigh, N. C	do	12/10/33.
Paulsboro, N. J.	Monroe, N. C	Leno Rugs	8/11/33.
291 Sewaren, N. J.	Asheville, N. C	Pet. products	4/23/35.
291 Do	Asheville, N. C	Petroleum products	4/23/35.
Do	Burlington, N. C	do	4/5/35.
Do	Charlotte, N. C	do	3/29/35.
Do	Durham, N. C	do	4/5/35.
Do	Hickory, N. C	do	4/1/35.
Do	Lincolnton, N. C	do	4/9/35.
Do	Raleigh, N. C	do	5/2/35.
Do	Salisbury, N. C	do	5/3/35.
Do	Shelby, N. C	do	4/2/35.
Do	Wilson, N. C	do	3/29/35.
New York, N. Y.	Charlotte, N. C	Paper	10/30/33.
Do	do	Brazil Nuts	10/30/33.

Exhibit No. 1—Witness Beam—Continued

From—	To—	Commodity	Date
Chester, Pa	Albemarle, N. C	Empty Wp. rolls	11/30/34, 12/5/34, 12/20/34.
Do	do	Warp Rolls, empty	3/21/35.
Do	Belmont, N. C	Warp Rolls	9/19/34, 9/24/34, 9/29/34, 10/1/34, 10/31/34.
Do	do	Empty Warp rolls	11/27/34, 1/3/35, 4/29/35, 5/29/35.
Do	Cherryville, N. C	Warps Yarn	10/21/33.
Allentown, Pa	Gastonia, N. C	Cotton Skeins	1/16/35.
Chester, Pa	do	Empty Wp. rolls	11/14/34.
Chester, Pa	do	Warp Rollers	1/16/35.
Do	Kannapolis, N. C	do	1/16/35.
Do	do	Warp rolls, empty	3/4/35.
Do	Rockwell, N. C	Warp rolls	5/25/35.
Do	do	Empty warp rolls	5/20/35.
Do	Salisbury, N. C	do	5/13/35.
Oil City, Pa	Shelby, N. C	Oil	9/15/33.
Lewiston, Pa	Spindale, N. C	Rayon	9/3/34.
Philadelphia, Pa	Valdese, N. C	Machines	1/4/35.
York, Pa	Charlotte, N. C	Roofing	6/17/35.
Do	Monroe, N. C	Wire	5/5/34, 5/20/34, 6/10/34.
Sparrows Point, Md	do	Nails	6/12/34, 6/15/34, 6/19/34.
Baltimore, Md	do	Wire	6/26/34.
Paulsboro, N. J	do	Rugs	7/5/34.
York, Pa	do	Screen Cloth	7/14/34.
Baltimore, Md	Monroe, N. C	Enamelware	7/24/34.
Jersey City, N. J	do	Electric Supplies	7/25/34.
Paulsboro, N. J	do	Rugs	7/11/34, 8/31/34, 9/5/34.
Jersey City, N. J	do	Batteries	7/11/34, 10/9/34, 12/11/34.
N. Y	do	Oil	10/9/34.
Baltimore, Md	do	Plumbing supplies	10/23/34.
Paulsboro, N. J	do	Rugs	10/23/34, 8/3/35.
Chester, Pa	Cherryville, N. C	Warp Rolls	5/20/34.
Pottstown, Pa	Salisbury, N. C	Yarn	2/22/34.
Chester, Pa	Belmont, N. C	Warp Rolls	10/1/34, 10/29/34, 11/12/34, 11/27/34, 12/17/34, 3/25/35 4/23/35, 4/12/35, 5/6/35.
Philadelphia, Pa	Cherryville, N. C	Air Compressor	5/14/35.
Chester, Pa	Gastonia, N. C	Warp Rolls	10/1/34, 10/29/34, 11/12/34, 5/6/35, 4/23/35, 3/20/35, 3/26/35, 4.
Do	Lincolnton, N. C	do	12/11/34.
Philadelphia, Pa	Greensboro, N. C	Yarn	12/17/34, 3/26/35, 5/20/35.
Chester, Pa	Rockwell, N. C	Warp Rolls	12/28/34, 1/30/35, 2/4/35, 2/8/35, 3/5/35, 4/12/35, 5/6/35.
Sewaren, N. J	Charlotte, N. C	Pet. Products	1/14/35, 4/18/35.
Do	Wilson, N. C	do	1/30/35, 4/29/35.
Do	Burlington, N. C	do	1/30/35, 3/19/35.
Do	Greensboro, N. C	do	2/2/35, 3/12/35.
Do	Spartanburg, S. C	do	2/4/35, 4/1/35, 4/22/35.
Do	Hickory, N. C	do	2/4/35, 3/22/35.
Do	Sanford, N. C	do	2/8/35.
Do	Leaksville, N. C	do	2/25/35.
Do	Statesville, N. C	do	2/25/35.
Do	Salisbury, N. C	do	3/22/35.
Do	Raleigh, N. C	do	5/8/35, 4/9/35.
Do	Lincolnton, N. C	do	4/18/35.
Do	Spring Hope, N. C	do	4/18/35.
Do	Pine Tops, N. C	do	4/23/35.
Do	Biltmore, N. C	do	1/11/35, 2/4/35, 4/16/35.
Chester, Pa	Albemarle, N. C	Warp Rolls	1/21/35.
Clifton Heights, Pa	Belmont, N. C	Warps	2/20/35, 3/4/35.
Chester, Pa	Thomasville, N. C	Warp Rolls	5/13/35.
Do	Salisbury, N. C	do	3/4/35.
Do	Kannapolis, N. C	do	3/4/35, 3/11/35, 4/3/35, 5/3/35.
York, Pa	Vale, N. C	Roofing	5/14/35, 3/.4/35.
Do	Lincolnton, N. C	do	4/23/35.
Do	Forest City, N. C	do	3/9/35.
Do	Durham, N. C	do	6/3/35.
Philadelphia, Pa	Belmont, N. C	Warps	2/12/34, 4/3/35.
Salisbury, N. C	Stowe, Pa	Yarn	10/25/34, 11/2/34, 11/12/34, 12/7/34, 1/14/35.
Gastonia, N. C	Chester, Pa	do	4/19/35.
Do	Clifton Heights, Pa	do	2/14/35, 5/10/35.
Belmont, N. C	Reading, Pa	do	3/22/35.
Do	Riverside, N. J	do	12/15/34, 12/22/34.
Do	Beverly, N. J	do	12/15/34.
Bessemer City, N. C	do	do	

Exhibit No. 1—Witness Beam—Continued

From—	To—	Commodity	Date
Taylorsville, N. C.	Reading, Pa.	Yarn	2/13/35, 3/15/35.
Lincolnton, N. C.	Clifton Heights, Pa.	Warp Rolls	1/19/35, 2/22/35, 1/14/38.
Marion, N. C.	Philadelphia, Pa.	Yarn	5/8/35.
Lincolnton, N. C.	Reading, Pa.	do	5/3/35.
Do	Allentown, Pa.	do	5/3/35.
Ranlo, N. C.	Chester, Pa.	do	5/23/35.
Salisbury, N. C.	Mohnton, Pa.	do	3/9/35.
Do	Clifton Heights, Pa.	do	4/2/35.
Do	Carlton, Pa.	do	5/9/35, 4/24/35.
Do	Schylkill Haven, Pa.	do	4/12/35.
Do	Pottstown, Pa.	do	4/12/35, 4/19/35.
Do	Union City, N. J.	do	4/17/35, 4/20/35.
Marion, N. C.	Allentown, Pa.	Cotton Yarn	6/28/35, 6/22/35, 6/28/35, 7/3/35, 7/12/35, 7/17/35.
Do	Auburn, Pa.	do	6/12/35.
Do	Hagerstown, Md.	do	7/17/35.
Do	Hamburg, Pa.	do	6/12/35, 6/15/35, 6/22/35, 6/28/35, 7/12/35, 7/17/35.
Do	Leesport, Pa.	do	7/19/35.
Do	New York, N. Y.	do	7/3/35, 7/13/35, 7/17/35.
Do	Phoenixville, Pa.	do	6/12/35, 6/15/35, 6/26/35, 7/12/35, 7/17/35.
Do	Pottstown, Pa.	do	6/15/35, 7/3/35, 7/17/35.
Do	Pottsville, Pa.	do	6/15/35, 7/12/35.
Do	Reading, Pa.	do	6/12/35, 7/12/35.
Do	Royersford, Pa.	do	6/15/35.
Do	Spring City, Pa.	do	6/12/35, 6/15/35, 6/22/35, 6/28/35, 7/3/35, 7/12/35.
Cherryville, N. C.	Bloomfield, N. J.	do	6/8/35, 6/12/35.
Do	New York, N. Y.	do	6/8/35, 6/15/35, 6/22/35, 6/29/35, 7/3/35, 7/13/35.
Do	Chester, Pa.	Warps Gassed	7/13/35, 7/17/35, 7/27/35.
Do	do	Cotton Yarn	7/31/35.
263 Do	do	Warps	8/7/35, 8/10/35, 8/17/35.
Do	do	Cotton Yarn	8/21/35, 8/31/35.
Do	Philadelphia, Pa.	do	6/8/35, 6/12/35, 6/22/35, 6/29/35, 7/3/35, 7/8/35.
Do	Pottstown, Pa.	do	7/8/35, 8/17/35, 8/31/35.
Belmont, N. C.	Allentown, Pa.	do	9/23/35, 10/11/35.
Taylorsville, N. C.	do	do	10/18/35, 11/13/35, 8/28/36.
Salisbury, N. C.	do	do	12/7/35.
Taylorsville, N. C.	do	do	12/12/36, 12/31/36, 1/16/37.
Do	Ashland, Pa.	do	9/25/35.
Salisbury, N. C.	Bethlehem, Pa.	do	7/29/36.
Belmont, N. C.	Cheltenham, Pa.	do	9/25/35.
Ranlo, N. C.	Chester, Pa.	do	11/1/35, 11/13/35, 4/1/36.
Salisbury, N. C.	do	Warps	12/14/35.
Gastonia, N. C.	do	Cotton Yarn	1/17/36.
Cherryville, N. C.	do	Warps	7/22/36, 10/10/36.
Ranlo, N. C.	do	Cotton Yarn	7/22/36, 2/8/37.
Salisbury, N. C.	do	do	8/22/36.
Cherryville, N. C.	do	do	10/30/36, 1/1/37, 2/12/37.
Long Shoals, N. C.	do	do	2/3/37.
Malden, N. C.	Clifton Heights, Pa.	do	10/16/35.
Cherryville, N. C.	Easton, Pa.	do	9/3/36.
Malden, N. C.	do	do	1/8/37.
Taylorsville, N. C.	Gilbertsville, Pa.	do	12/16/36, 12/31/36, 2/24/37.
Malden, N. C.	Columbia, Pa.	do	9/3/36, 11/20/36.
Lincolnton, N. C.	Conshohocken, Pa.	do	11/20/36.
Taylorsville, N. C.	Girardville, Pa.	do	11/28/36.
Do	Mohnton, Pa.	do	1/17/36, 12/12/36, 2/27/37.
Do	New Ringwold, Pa.	do	9/25/35.
Cherryville, N. C.	Northampton, Mass.	do	1/16/37, 2/8/37.
Kings Mountain, N. C.	Kensington Dist., Philadelphia, Pa.	do	8/10/35.
Long Shoals, N. C.	Philadelphia, Pa.	do	9/26/35, 9/28/35.
Cherryville, N. C.	do	do	9/28/35, 6/27/36, 7/24/36.
Belmont, N. C.	do	do	9/28/35, 10/25/35.
Kings Mountain, N. C.	do	do	9/28/35.
Malden, N. C.	do	do	10/30/35, 11/23/35.
Statesville, N. C.	do	do	11/20/35.
Salisbury, N. C.	do	do	7/8/36, 8/22/36.
Long Shoals, N. C.	do	do	9/16/36.
Taylorsville, N. C.	do	do	12/12/36, 12/31/36, 2/20/37.
Kings Mountain, N. C.	do	do	2/26/37.
Cherryville, N. C.	do	do	12/15/36, 9/3/36, 1/1/37, 2/10/37.

Exhibit No. 1—Witness Beam—Continued

From—	To—.	Commodity	Date
Taylorsville, N. C	Phoenixville, Pa	Cotton Yarn	12/31/36, 1/6/37, 2/20/37.
Cherryville, N. C	Pottstown, Pa	do	9/25/35, 10/13/35, 10/14/36, 11/14/36, 1/16/37.
Lincolnton, N. C	do	do	9/27/35.
Taylorsville, N. C	do	do	10/30/35, 11/10/35, 1/6/36, 7/15/36, 7/24/36, 8/7/36, 12/16/36, 12/30/36, 1/16/37, 2/27/37.
Statesville, N. C	do	do	1/10/36.
Belmont, N. C	Reading, Pa	do	9/25/35, 10/10/35.
Cherryville, N. C	do	do	12/12/36.
Lincolnton, N. C	do	Cotton Bedspreads	10/30/35.
Maiden, N. C	do	Cotton Yarn	1/18/36, 7/29/36, 9/5/36.
Salisbury, N. C	Royersford, Pa	do	7/29/36.
294 Belmont, N. C	Scranton, N. C	do	9/21/35.
Cherryville, N.C	do	Textile Machinery	9/27/37.
Taylorsville, N. C	Spring City, Pa	Cotton Yarn	9/28/35, 10/30/35, 9/11/36.
Do	Stowe, Pa	do	9/25/35, 10/30/35, 11/15/35, 1/8/36, 7/24/36, 11/14/36, 2/10/37.
Kings Mountain, N. C	Wilkes-Barre, Pa	do	9/21/35.
Taylorsville, N. C	Hagerstown, Md	do	11/27/36.
Kings Mountain, N. C	Elk Mills, Md	do	11/30/35.
Maiden, N. C	Bound Brook, N. J	do	10/10/36.
Long Shoals, N. C	do	do	12/5/36, 12/9/36, 2/3/37.
Belmont, N. C	Hillside, N. J	do	9/25/35.
Cherryville, N. C	Jersey City, N. J	do	12/30/36, 1/30/37.
Kings Mountain, N. C	Mount Holly, N. J	do	6/30/36, 7/22/36, 8/22/36, 2/18/37.
Maiden, N. C	do	do	12/18/36.
Lincolnton, N. C	Newark, N. J	do	9/25/35, 11/20/35.
Gastonia, N. C	do	Empty cases (bottles) and kegs.	4/27/36.
Cherryville, N. C	do	Cotton Yarn	8/8/36, 8/26/36, 9/4/36, 12/30/36.
Do	Passaic, N. J	do	7/11/36, 8/18/36.
Belmont, N. C	Paterson, N. J	do	9/28/35.
Maiden, N. C	do	do	7/2/36, 12/16/36, 12/31/36.
Belmont, N. C	Perth Amboy, N. J	do	9/27/35.
Cherryvile, N. C	do	do	9/25/36, 10/28/36, 11/25/36, 2/25/37.
Belmont, N. C	Riverside, N. J	do	9/27/35.
Cherryville, N. C	Somerville, N. J	do	9/21/35, 9/28/35, 10/4/35, 6/6/36, 1/2/37, 2/20/37.
Kings Mountain, N. C	Philadelphia, Pa	do	6/29/35.
Maiden, N. C	Trenton, N. J	do	7/8/36.
Cherryville, N. C	Union, N. J	do	9/28/35.
Do	Union City, N. J	do	10/5/35, 11/20/35.
Taylorsville, N. C	West New York, N. J	do	11/28/36, 2/26/37.
Belmont, N. C	Boston, Mass	do	9/20/35, 9/25/35.
Do	Easthampton, Mass	do	9/27/35.
Do	Franklin, Mass	do	9/27/35.
Do	Rockland, Mass	do	9/27/35.
Do	Shirley, Mass	do	9/27/35.
Do	Worcester, Mass	do	9/27/35.
Do	Danielson, Conn	do	9/28/35.
Do	Bridgeport, Conn	do	9/19/35, 9/25/35.
Do	Middletown, Conn	do	9/25/35.
Do	Norwich, Conn	do	9/4/35.
Do	Westport, Conn	do	9/20/35.
Maiden, N. C	Patchague, N. Y	do	2/24/37.
Do	Flushing, L. I., N. Y	do	11/13/36, 11/24/37.
Lincolnton, N. C	Fonda, N. Y	do	8/10/35.
Belmont, N. C	Long Island City, N. Y	do	9/18/35, 9/28/35.
Taylorsville, N. C	do	do	2/27/37.
Do	Brooklyn, N. Y	do	9/27/35.
Kings Mountain, N. C	do	do	9/28/35.
Marion, N. C	New York, N. Y	do	8/28/35.
Cherryville, N. C	do	do	8/28/35, 9/28/35.
Lincolnton, N. C	do	do	8/30/35.
Belmont, N. C	do	do	9/28/35, 10/21/35.
Salisbury, N. C	do	do	9/28/35.
Cherryville, N. C	do	do	9/28/35, 10/28/35, 10/30/35, 1/16/37, 2/27/37.
Lincolnton, N. C	do	do	10/30/35.
Gastonia, N. C	do	Magazine Creels	11/9/35.

Exhibit No. 1—Witness Beam—Continued

From—	To—	Commodity	Date
Taylorsville, N. C.	New York, N. Y.	Cotton Yarn	12/12/36, 12/31/36, 2/13/37.
Kings Mountain N. C.	Providence, R. I.	do	9/21/35.
295 Belmont, N. C.	do	do	9/20/35, 9/25/35, 9/27/35.
Do	Valley Falls, R. I.	do	9/18/35, 9/28/35.
Do	West Warwick, R. I.	do	9/25/35.
Do	Woonsocket, R. I.	do	9/27/35.
Baltimore, Md.	Charlotte, N. C.	Canned Goods	1/14/36.
Do	Lincolnton, N. C.	do	1/14/36.
Do	Shelby, N. C.	Cases sifted Peas	2/28/36.
Do	Gastonia, N. C.	Canned Veg.	2/13/36.
Newark, N. J.	do	Beer	1/18/36, 2/14/36, 2/29/36, 9/14/35.
Do	Raleigh, N. C.	Bundles Steel	1/4/36.
Do	Wadesboro, N. C.	Beer	5/30/36, 6/2/36.
Sewaren, N. J.	Lumberton, N. C.	Pet. Products	1/7/36.
Do	Lincolnton, N. C.	do	12/19/35.
Do	Biltmore, N. C.	do	12/13/35.
Do	Wilson, N. C.	do	12/16/35.
Do	Sanford, N. C.	do	12/19/35.
Do	Salisbury, N. C.	do	3/17/36.
Do	Durham, N. C.	do	3/24/36.
Do	Statesville, N. C.	do	3/24/36.
Do	Hickory, N. C.	do	2/4/36, 1/13/36.
Do	Greensboro, N. C.	do	12/2/35, 1/19/37.
Do	Lincolnton, N. C.	do	2/15/37.
Do	Burlington, N. C.	do	12/10/35, 3/20/36.
Do	Spruce Pine, N. C.	do	1/15/36, 3/31/36.
Do	Dillsboro, N. C.	do	3/30/36.
Do	Wilmington, N. C.	do	1/18/37, 2/2/37.
Do	Winston-Salem, N. C.	do	2/2/37.
Do	Charlotte, N. C.	do	12/28/35, 3/27/36.
Do	Leaksville, N. C.	do	9/25/35.
Do	Raleigh, N. C.	do	9/20/35.
Chester, Pa.	Burlington, N. C.	Cotton Yarn	1/10/36.
Do	China Grove, N. C.	Old Warp Beams	1/3/36.
Do	Cramerton, N. C.	Cotton Yarn	12/13/35.
Do	Greensboro, N. C.	do	1/10/36.
Do	Lincolnton, N. C.	Old Warp Beams	3/20/36.
Do	Valdese, N. C.	Cotton Yarn	2/12/36.
Do	Albemarle, N. C.	Empty Warp Rolls	2/4/36, 2/24/36, 3/20/36, 10/10/36, 11/2/36.
Do	Cherryville, N. C.	Cotton Yarn	11/5/35.
Do	do	Empty Warp Rolls	3/20/36, 6/16/36, 10/10/36, 1/29/37.
Do	Rockwell, N. C.	do	4/10/36, 6/16/36, 11/29/36.
Do	Morganton, N. C.	Cotton Yarn	12/20/35, 2/12/36.
Do	Gastonia, N. C.	Empty Warp Rolls	12/16/35, 12/20/35, 1/6/36, 7/7/36, 8/18/36, 10/10/36, 1/20/37.
Do	Ranlo, N. C.	do	12/16/35, 12/31/35, 1/10/36, 8/11/36, 1/29/37.
Do	Belmont, N. C.	do	12/16/35, 12/20/35, 12/31/35, 1/6/36.
Do	do	Cotton Yarn	1/10/36, 1/17/36, 2/12/36.
Do	do	Empty Warp Rolls	3/20/36, 9/24/36, 11/23/36, 12/29/37.
Temple, Pa.	Raleigh, N. C.	Wet Battery	1/29/37, 8/15/35.
York, Pa.	Bessemer City, N. C.	Roofing	1/27/36.
Do	Charlotte, N. C.	do	1/30/36, 2/3/36, 2/26/36, 11/36, 1/2/37.
Do	Ellenboro, N. C.	do	8/19/36, 2/9/37.
Do	Gastonia, N. C.	do	1/27/36.
Do	Greensboro, N. C.	do	2/3/36.
Do	Henderson, N. C.	do	11/27/36.
Do	Hickory, N. C.	do	5/5/36.
Do	Lincolnton, N. C.	do	1/27/36, 1/31/36, 4/1/36, 9/1/36.
296 Do	Longview, N. C.	do	3/20/36.
Do	Mt. Holly, N. C.	do	8/21/36.
Do	Raleigh, N. C.	do	1/2/37.
Do	Vale, N. C.	do	1/31/36, 2/3/36.
Do	Union, S. C.	do	2/14/36.
Do	Vale, N. C.	do	6/19/36, 8/31/36, 9/29/36, 1/26/37.
Do	Winston-Salem, N. C.	do	12/14/36.
Marcus Hook, Pa.	Charlotte, N. C.	Pet. Products	1/29/37.
Do	Raleigh, N. C.	do	1/29/37.

Exhibit No. 1—Witness Beam—Continued

From—	To—	Commodity	Date
Philadelphia, Pa	Burlington, N. C	Merchandise	1/24/36.
Do	Cherryville, N. C	Wt. Stg Batteries	2/4/36.
Do	Hardin, N. C	Cones	12/17/35.
Do	High Point, N. C	Merchandise	1/24/36.
Do	Raleigh, N. C	do	1/29/36.
Do	do	Steel Bars	2/4/36.
Do	Valdese, N. C	Machine	2/24/36.
Do	Thomasville, N. C	Warp Rolls	6/18/35, 7/17/35, 8/13/35.
Chester, Pa	Albemarle, N. C	do	9/17/35.
Do	Kannapolis, N. C	do	9/17/35.
Do	Gastonia, N. C	do	6/6/35, 6/26/35, 7/3/35, 7/17/35, 7/25/35, 7/9/35, 8/22/35, 9/3/35.
New York, N. Y	Cherryville, N. C	Yarn	6/17/35.
Clifton Heights, Pa	Taylorsville, N. C	Warp Rolls	8/12/35.
Sewaren, N. J	Burlington, N. C	Pet. Products	6/10/35.
Do	Hendersonville, N. C	do	8/29/35.
Newark, N. J	Hickory, N. C	Beer	6/3/35, 6/12/35.
Philadelphia, Pa	Belmont, N. C	Cones	7/1/35.
Do	High Point, N. C	do	7/1/35.
Newark, N. J	Wadesboro, N. C	Beer	6/23/35.
York, Pa	Charlotte, N. C	Roofing	6/17/35.
Sewaren, N. J	Gaffney, S. C	Pet. Products	2/4/35, 4/1/35.
Do	Florence, S. C	do	4/8/35, 4/6/35.
Do	Greenville, S. C	do	3/25/35.
Do	Spartanburg, S. C	do	1/29/35, 4/8/35, 4/19/35.
Cherryville, N. C	Rock Hill, S. C	Roofing	2/27/36.
Kings Mountain, N. C	Greenville, S. C	Cotton Yarn	8/17/35.
Cly, Pa	Rock Hill, S. C	Roofing	1/30/36.
Marcus Hook, Pa	Greenwood, S. C	Pet. Products	1/9/37.
Philadelphia, Pa	Clover, S. C	Cones	2/27/36.
Do	Rock Hill, S. C	Machine	1/21/36.
Reading, Pa	Gaffney, S. C	Candy	11/28/36.
Sewaren, N. J	do	Pet. Products	2/19/36.
Do	Florence, S. C	do	1/3/36.
Do	Greenville, S. C	do	11/5/35.
Do	Spartanburg, S. C	do	9/6/35, 12/19/35, 1/8/36.
York, Pa	Union, S. C	Roofing	2/14/36.
Do	do	do	2/17/36.
Taylorsville, N. C	Bassett, Va	Cotton Yarn	9/25/36.
Sewaren, N. J	Danville, Va	Pet. Products	11/6/35, 3/30/36, 6/10/36.
Richmond, Va	Gastonia, N. C	Wine	2/12/36.
297 Chester, Pa	Thomasville, N. C	Warp Rolls	6/18/35, 7/17/35, 8/13/35.
Do	Albemarle, N. C	do	9/17/35.
Do	Kannapolis, N. C	do	9/17/35.
Do	Gastonia, N. C	do	6/6/35, 6/26/35, 7/3/35, 7/17/35, 7/25/35, 8/8/35, 8/22/35, 9/3/35.
New York, N. Y	Cherryville, N. C	Yarn	6/17/35.
Clifton Heights, Pa	Taylorsville, N. C	Warp Rolls	8/12/35.
Sewaren, N. J	Burlington, N. C	Pet. Products	6/10/35.
Do	Hendersonville, N. C	do	8/29/35.
Newark, N. J	Hickory, N. C	Beer	6/3/35, 6/12/35.
Philadelphia, Pa	Belmont, N. C	Cones	7/1/35.
Do	High Point, N. C	do	7/1/35.
Newark, N. J	Wadesboro, N. C	Beer	6/23/35.
York, Pa	Charlotte, N. C	Roofing	6/17/35.
Sewaren, N. J	Gaffney, S. C	Pet. Products	2/4/35, 4/1/35.
Do	Florence, S. C	do	4/8/35, 4/6/35.
Do	Greenville, S. C	do	3/25/35.
Do	Spartanburg, S. C	do	1/29/35, 4/8/35, 4/19/35.
Do	Leaksville, N. C	do	2/8/35.
Philadelphia, Pa	Fingerville, S. C	Cones	7/1/35.
Cherryville, N. C	Rock Hill, S. C	Roofing	2/27/36.
Kings Mountain, N. C	Greenville, S. C	Cotton Yarn	8/17/35.
Cly, Pa	Rock Hill, S. C	Roofing	1/30/36.
Marcus Hook, Pa	Greenwood, S. C	Pet. Products	1/9/37.
Philadelphia, Pa	Clover, S. C	Cones	2/27/36.
Do	Rock Hill, S. C	Machine	1/21/36.
Reading, Pa	Gaffney, S. C	Candy	11/28/36.
Sewaren, N. J	do	Pet. Products	2/19/36.
Do	Florence, S. C	do	1/3/36.
Do	Greenville, S. C	do	11/5/35.
Do	Spartanburg, S. C	do	9/6/35, 12/10/35, 1/8/36.
York, Pa	Union, S. C	Roofing	2/14/36.
Do	do	do	2/14/36.
Taylorsville, N. C	Bassett, Va	Cotton Yarn	9/25/36.

Exhibit No. 1—Witness Beam—Continued

From—	To—	Commodity	Date
Sewaren, N. J	Danville, Va	Pet. Products	11/6/35, 3/30/36, 6/10/35.
Richmond, Va	Gastonia, N. C	Wine	2/12/36.
Salisbury, N. C	New Bedford, Mass	Machinery	12/17/35.
Philadelphia, Pa	Belmont, N. C	Cones	12/17/35.
Do	Norwood, N. C	Tubes	12/17/35.
Belmont, N. C	Kearney, N. J	Yarn	9/25/35.
Do	Providence, R. I	do	9/19/35.
Do	Pawtucket, R. I	do	9/19/35.
Do	Easthampton, Mass	do	9/19/35.
Do	Valley Falls, R. I	do	9/4/35.
Temple, Pa	Florence, S. C	Batteries	8/21/35.
Newark, N. J	Gastonia, N. C	Beer	9/14/35.
Sewaren, N. J	Roanoke Rapids, N. C	Pet. Products	11/24/36.
Do	Lumberton, N. C	do	11/2/36.
Do	Hertford, N. C	do	11/23/36.
Do	Fayetteville, N. C	do	11/30/36.
Do	Dillsboro, N. C	do	6/10/36.
Do	Spruce Pine, N. C	do	6/19/36.
Do	Durham, N. C	do	7/28/36.
Do	Burlington, N. C	do	8/7/36.
Do	Raleigh, N. C	do	9/20/35.
Do	Greensboro, N. C	do	2/18/37.
Do	do	do	9/5/36.
Do	Lincolnton, N. C	do	9/8/36.
Do	do	do	2/18/37.
Do	do	do	7/31/36.
298 Do	Lincolnton, N. C	do	3/16/37.
Do	Hickory, N. C	do	7/31/36.
Do	do	do	7/25/36.
Do	Charlotte, N. C	do	2/23/37.
Do	do	do	9/14/36.
Do	Wilson, N. C	do	2/10/36.
Do	do	do	3/9/37.
Do	Wilmington, N. C	do	8/11/36.
Do	do	do	3/9/37.
Do	Winston-Salem, N. C	do	9/2/37.
Do	Florence, S. C	do	11/23/36.
Marcus Hook, Pa	Gaffney, S. C	do	3/30/37.
Norfolk, Va	Charlotte, N. C	Cd Gds	3/1/37.

299 *Exhibit No. 2 (Witness Beam)*

Form I—Copy B

Do not fill in

Registration Certificate No. 200659
N. R. A. Insignia Nos. B6639-42

REGISTRATION

UNDER THE CODE OF FAIR COMPETITION FOR THE TRUCKING INDUSTRY AS APPROVED BY THE PRESIDENT OF THE UNITED STATES UNDER THE NATIONAL INDUSTRIAL RECOVERY ACT

1 Name of Registrant—Mauney Transfer Company. Address—Cherryville, N. C.

2. Total Number of Vehicles Owned and Operated (Excluding Tractors) 4
   (a) Owned and operated by you .....
   (b) Owned by you but operated by others:
      (1) Supplied with driver,
         (x) With maintenance and repair ....
         (y) Without maintenance and repair ....
      (2) Supplied without driver,
         (x) With maintenance and repair ....
         (y) Without maintenance and repair: Total (1) and (2) .....
   (c) Total Vehicles for Which Insignia Required (a) plus (b) 4
   (d) Operated by you but owned by others:
      (1) Supplied with driver,
         (x) With maintenance and repair ....
         (y) Without maintenance and repair ....
      (2) Supplied without driver,
         (x) With maintenance and repair ....
         (y) Without maintenance and repair ... Total (1) and (2) .....

3. (A) Classify Below the Vehicles Operated by You According to Payload Each Vehicle Customarily Carries: (See Instruction Sheet.)

Payload per vehicle (tons)	Trucks		Trailers and semi-trailers		Animal-drawn vehicles	Motor-cycle units	Others	
	Number	Average annual mileage per vehicle	Number	Average annual mileage per vehicle	Number	Number	Number	Description
Under 1 (*)								
1 up to 2 (*)								
2 up to 4 (*)								
4 up to 6 (*)	3	35,000						
6 up to 8 (*)			1	50,000				
8 up to 10 (*)								
10 or over (*)								
Total	3		1					

* The sum of these totals should equal the sum of the vehicles listed under 2 (a) and 2 (d).

(B) Number of Power Units not Included Above:
Tractors .....
Animals .....

4. Nature of Business: Do you operate as (Fill in below. See Instruction Sheet.)

1 Classification (If more than check each)	2 Percentage of revenue from operation in each classification	3 Certificate or permit numbers	4 Intra-State (one State only)	5 Number of vehicles operated interstate	6 States in or through which you operate	7 Approximate percentage of miles travelled annually in each State
☐ Common carrier, over regular route between fixed terminals. (1)					1. N. C.	60%
☐ Common carrier, irregular, or not over fixed routes. (2)					2. Va.	20%
☐ Commodity carriers (as provided by laws of certain States). (3)					3. Md.	5%
☒ Contract carrier, operating under specific contracts. (4)	60%				4. {De. / D. C.	2% / 7%
☒ Anywhere for hrie (Gen. trucking extending beyond municipal limits). (5)	40%		1	3	5. Penn.	4%
☐ City draymen or city cartage. (6)					6. N. J.	4%
☐ Private (not for hire). (7)					7. N. Y.	3%
Total	100%	x x	x x	x x	x x x x x	100%

300 5. (A) Type of Goods Carried (indicate opposite each commodity group the approximate percentage of your total gross revenue derived from the transportation of that commodity):

General Merchandise (1) ☐	Wool, Mohair (9) ☐	Lumber and Logging (17) ☐
Groceries (2) ☐	Sugar (9) ☐	Iron and Steel (18) ☐
Farm Products (3) ☐	New Furniture (10) ☐	Petroleum and its
Live Stock (4) ☐	Machinery and Equipment (11) ☐	Products (19) ☐
Milk and Other	Textile Products (12) 90%	Coal and Coke (20) ☐
Dairy Products (5) ☐	Automobiles (13) ☐	Ice (21) ☐
Cotton and Cotton	Tires and Acces-	Sand, Gravel and
Seed Products (8) ☐	sories (14) ☐	Excavations (22) ☐
Fruit and Vegetables (7) ☒	Beverages (15) ☐	Garbage, etc. (23) ☐
	Animal Foodstuffs (16) ☐	Rough Freight (24) 10%

What percentage of your gross revenue is derived from hauling used household goods, used office furniture and/or used office equipment (25) ☐

Total 100%

(B) Do you operate a warehouse for storing used household goods, used office furniture and used office equipment?— No.

(C) Is special equipment required in handling any of the above transportation? If so, describe:— No.

6. Radius of Operation:

(A) Local Cartage— Radius (miles) in which you operate:

If you operate in adjoining cities and/or in several cities, list cities, municipalities and townships:

(B) Normal Maximum Miles Operated (not local cartage)—the one-way distance operated on longest normal run: .....

7. (A) Number of Employees at Date of Registration:

Drivers	4	Terminal and Station Labor	.....
Drivers' Helpers	4	Clerical and Supervisory Employees.	1
Mechanics	1	All Others	.....
Mechanics' Helpers	1		
		Total	11

(B) What was your total wage and salary expense, for the period from July 1, 1932, to June 30, 1933, for:

1. All employees, if you are a "for hire" Registrant. $4,500.00
2. All employees engaged in this Industry, if you are a "not for hire" Registrant
   (a) subject to labor provisions of the Trucking Code ..... $.....
   (b) subject to labor provisions of another Code of Fair Competition ..... $.....

(C) Show below the number of workers other than clerical and supervisory employees engaged in your trucking operations on the 15th, or nearest normal working day nearest the 15th, of the months listed below for the period from July 1, 1932 to June 30, 1933:

	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June
For Hire	8	8	8	8	8	8	8	8	8	8	8	8
"Not for hire" subject to this Code												
"Not for hire" subject to Another Code												

I hereby certify that this information above is true and complete.

(Firm) MAUNEY TRANSFER CO., INC.,
By ED. SULLIVAN, Jr.

Date July 11, 1934.

(Submit three signed copies)

301 *Exhibit No. 3 (Witness Griffis)*

STATEMENT SHOWING SHIPMENTS TRANSPORTED BY MAUNEY TRANSFER COMPANY

From—	To—	Commodity	Date
Charlotte, N. C	Harrison, N. J	Asbestos Yarn	7/31/33
Do	do	Empty Wire Cases	7/20/33
Do	Trenton, N. J	Asbestos Tape, Asbestos Cloth and Cotton.	5/18/33
Do	do	Asbestos Cloth, Asbestos Packing	7/20/33
Do	do	Asbestos Cloth and Asbestos Brakelining.	7/12/33
Do	do	do	5/23/33
Do	do	do	6/1/33
Do	do	do	7/3/33
Do	Paterson, N. J	Asbestos Yarn	7/20/33
Do	Philadelphia, Pa	Asbestos Cloth	7/20/33
Do	New York, N. Y	do	7/12/33
Do	Providence, R. I	Asbestos Yarn	7/15/33
Do	Hudson, Mass	do	7/3/33
Do	Middletown, Conn	do	6/27/33

302 *Exhibit No. 4 (Witness Beam)*

Date	Shipper	Consignee
Jan. 2, 1937, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	Fremont Thread Co., New York, N. Y.
Jan. 2, 1937, Cotton Yarn.	Cross Cotton Mills, Marion, N. C.	E. L. Thomas Ktg. Mills, Cressona, Pa.
Jan. 6, 1937, Cotton Yarn.	Carolina Mills, Maiden, N. C.	State Reformatory, Rockaway, N. J.
Jan. 6, 1937, Cotton Yarn.	Rhodes-Whitener Mills, Taylorsville, N. C.	Arcadia Ktg. Mills, Allentown, Pa.
Jan. 8, 1937, Cotton Yarn.	Carolina Mills, Maiden, N. C.	Crest Mills, Paterson, N. J.
Jan. 13, 1937, Cotton Yarn.	Long Shoals Cotton Mills, Lincolnton, N. C.	American Velour Mills, Bound Brook, N. J.
Jan. 14, 1937, Cotton Yarn.	Carter Mills No. 1, Lincolnton, N. C.	L. H. Schlesinger, West New York, N. J.
Jan. 16, 1937, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	Redfern Lace Co., Sommerville, N. J.
Jan. 16, 1937, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	Jas. E. Reynolds Co., c/o Newark Embroid. Wks., Newark, N. J.
Jan. 20, 1937, Cotton Yarn.	Carolina Mills, c/o Van Gelder Co., Maiden, N. C.	Penna. Plush Weavers, Easton, Pa.
Jan. 23, 1937, Cotton Yarn.	Cross Cotton Mills, Marion, N. C.	Stratford Knitting Mills, Lindfield, Pa.
Jan. 23, 1937, Cotton Yarn.	Cross Cotton Mills, Marion, N. C.	Pinetree Ktg. Mills, New York, N. Y.
Jan. 23, 1937, Cotton Yarn.	Rhodes-Whitener Mills, Taylorsville, N. C.	Lincoln Underwear Mills, Pottstown, Pa.
Jan. 29, 1937, Cotton Yarn.	Carolina Mills, Maiden, N. C.	Baronet Lorna Corp., Long Island N. Y.
Jan. 30, 1937, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	Novelty Handkerchief Co., Passaic, N. J.
Jan. 30, 1937, Cotton Yarn.	Rudisill Spinning Mills, Lincolnton, N. C.	Filatex Corp., Northampton, N. J.
Feb. 27, 1937, Cotton Yarn.	Cross Cotton Mills, Marion, N. C.	Erntex Ktg. Mills, Gilbertsville, Pa.
Feb. 27, 1937, Cotton Yarn.	Cross Cotton Mills, Marion, N. C.	United Underwear Mills; Boyertown, Pa.
Feb. 27, 1937, Cotton Yarn.	Cross Cotton Mills, Marion, N. C.	J. C. Roulette & Son, Hagerstown, Md.
Feb. 27, 1937, Cotton Yarn.	Cross Cotton Mills, Marion, N. C.	Krouse Knitting Mills, Brooklyn, N. Y.
Mar. 9, 1937, Oil	Shell Union Oil Co., Sewaren, N. J.	Shell Union Oil Co., Wilmington, N. C.
Mar. 11, 1937, Oil	Pure Oil Co., Marcus Hook, Pa.	Pure Oil Co. of the Caros., Raleigh, N. C.
Mar. 16, 1937, Oil	Pure Oil Co., Marcus Hook, Pa.	Pure Oil Co. of the Carolinas, Columbia, S. C.
Mar. 16, 1937, Oil	Shell Union Oil Co., Sewaren, N. J.	Shell Union Oil Co., Lincolnton, N. C.
Mar. 17, 1937, Cotton Yarn.	Aberfoyle Mfg. Co., Chester, Pa.	Sterling Spinning Co., Belmont, N. C.
Mar. 17, 1937, Cotton Yarn.	Carolina Mills, Maiden, N. C.	Crest Mills, Paterson, N. J.
Mar. 17, 1937, Cotton Yarn.	Carolina Mills, c/o Ven Gelder, Maiden, N. C.	Reading Towell Mfg. Co., Reading, Pa.
Mar. 19, 1937, Oil	Shell Union Oil Co., Sewaren, N. J.	Shell Union Oil Co., Asheville, N. C.
Mar. 19, 1937, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	Heather Handkerchief Co., Jersey City, N. J.
Mar. 22, 1937, Oil	Standard Oil Co. of N. J., Jersey City N. J.	Standard Oil Co. of N. J. Lincolnton, N. C.
303 Mar. 23, 1937, Canned Goods	Helwig & Leitch, Baltimore, Md.	C. C. Carpenter Co., Shelby, N. C.
Mar. 25, 1937, Cotton Yarn.	Long Shoals Mills, Lincolnton, N. C.	Pawdrell Alexander & Co., Danielson, Conn.
Mar. 31, 1937, Cotton Yarn.	Carter Mills No. 2, Taylorsville, N. C.	Schlesinger & Co., West New York, N. J.
Apr. 2, 1937, Lub. Oil	Standard Oil Co. of N. J., Baltimore, Md.	Standard Oil Co. of N. J., Lincolnton, N. C.
Apr. 5, 1937, Lub. Oil	Shell Union Oil Co., Sewaren, N. J.	Shell Union Oil Co., Lumberton, N. C.
Apr. 7, 1937, Cotton Yarn.	Carolina Mills, Maiden, N. C.	Patshogue, Plymouth Mills, Patshogue, N. Y.
Apr. 8, 1937, Cotton Yarn.	Rudisill Spinning Mills, Lincolnton, N. C.	Clark Thread Co., Newark, N. J.
Apr. 8, 1937, Cotton Yarn.	Rudisill Spinning Mills, Cherryville, N. C.	Colonial Processing Co., Pawtucket, R. I.
Apr. 10, 1 97, Cotton Yarn.	Rudisill Spinning Mills, Cherryville, N. C.	Clark Thread Co., Bloomfield, N. J.

Exhibit No. 4 (Witness Beam)—Continued

Date	Shipper	Consignee
Apr. 13, 1937, Cotton Yarn.	Ewing-Thomas Corp., Chester, Pa.	Textiles Inc., Gastonia, N. C.
Apr. 14, 1937, Lub. Oil.	Shell Union Oil Corp., Sewaren, N. J.	Winslow Oil Co., Hertford, N. C.
Apr. 21, 1937, Cotton Yarn.	Carolina Mills, Maiden, N. J.	R. L. Karer Co., Hatfield, Pa.
Apr. 21, 1937, Cotton Yarn.	Rudisill Spinning Mills, Cherryville, N. C.	Filate Corp., Trenton, N. J.
Apr. 24, 1937, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	H. Rosenthal Co., Perth Amboy, N. J.
Apr. 26, 1937, Lub. Oil.	Shell Union Oil Co., Sewaren, N. J.	Shell Union Oil Co., Roanoke Rapids, N. C.
Apr. 27, 1937, Canned Goods.	Circle Foods, Inc., New York, N. Y.	W. M. Rogers, & Co., Charlotte, N. C.
Apr. 28, 1937, Cotton Yarn.	Rhodes-Whitener Mills, Taylorsville, N. C.	Connecticut Lace Works, Norwalk, Conn.
Apr. 30, 1937, Cotton Yarn.	Carolina Mills, % Van Gelder Co., Maiden, N. C.	Standard Terry Mills, Souderton, Pa.
May 3, 1937, Warp Beams.	Ewing Thomas Corp., Chester, Pa.	China Grove Cotton Mills, China Grove, N. C.
May 5, 1937, Lub. Oil.	Shell Union Oil Co., Sewaren, N. J.	Shell Union Oil Co., Wilson, N. C.
May 5, 1937, Cotton Yarn.	Rhodes-Whitener Mills, Taylorsville, N. C.	Erntex Knitting Mills, Gilbertsville, Pa.
304 May 8, 1937 Cotton Yarn	Rhodes-Whitener Mills, Taylorsville, N. C.	Erntex Knitting Mills, Gilbertsville, Pa.
May 8, 1937, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	North American Lace Co., Philadelphia, Pa.
May 10, 1937, Oil.	Standard Oil Co. of N. J., Bayonne, N. J.	Standard Oil Co. of N. J., Goldston, N. C.
May 13, 1937, Chemicals.	E. F. Houghton & Co., Philadelphia, Pa.	Eugene Cross Co., Marion, N. C.
May 14, 1937, Cotton Yarn.	Howell Mfg. Co., Cherryville, N. C.	Jas. E. Mitchell Co., Philadelphia, Pa.
May 22, 1937, Cotton Yarn.	Carter Mills No. 2, Taylorsville, N. C.	L. H. Schlesinger, West New York, N. Y.
May 26, 1937, Oil.	Pure Oil Co., Marcus Hook, Pa.	Pure Oil Co. of the Carolinas, Charlotte, N. C.
May 26, 1937, Cotton Yarn.	Rhodes-Whitener Mills, Taylorsville, N. C.	Lincoln Underwear Co., Pottstown, Pa.
May 29, 1937, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	Scranton Lace Co., Scranton, Pa.
June 1, 1937, Cotton Yarn.	Carter Mills No. 1, Lincolnton, N. C.	Louis Schlesinger, West New York, N. J.
June 5, 1937, Cotton Yarn.	Cross Cotton Mills, Marion, N. C.	Industrial Yarn Corp., New York, N. Y.
June 5, 1937, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	North American Lace Co., Philadelphia, Pa.
June 8, 1937, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	Redfern Lace Works, Sommerville, N. J.
June 12, 1937, Cotton Yarn.	Rhodes-Whitener Mills, Taylorsville, N. C.	Pottstown Knitting Mills, Pottstown, Pa.
June 12, 1937, Cotton Yarn.	Cross Cotton Mills, Marion, N. C.	Kooltex Knitting Mills, Mifflinburg, Pa.
June 19, 1937, Cotton Yarn.	Rhodes-Whitener Mills, Taylorsville, N. C.	Spring City Ktg. Mills, Phoenixville, Pa.
June 22, 1937, Cotton Yarn.	Ewing-Thomas Corp., Chester, Pa.	Carlton Yarn Mills, Cherryville, N. C.
June 23, 1937, Cotton Yarn.	Rudisill Spinning Mills, Cherryville, N. C.	Clark Thread Co., Bloomfield, N. J.
June 26, 1937, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	Redfern Lace Works, Sommerville, N. J.
June 30, 1937, Cotton Yarn.	Aberfoyle Mfg. Co., Chester, Pa.	Rex Spinning Mills, Ranlo, N. C.
308 July 2, 1937, Cotton Yarn.	Howell Mfg. Co., Cherryville, N. C.	Hyde-Rakestraw Co., Philadelphia, Pa.
July 7, 1937, Roofing.	Cooper Company, Elizabeth, N. J.	McMillan Lumber Co., Gaffney, S. C.
July 8, 1937, Lub. Oil.	Standard Oil Co. of N. J., Bayonne, N. J.	Standard Oil Co. of N. J., Lincolnton, N. C.
July 10, 1937, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	North American Lace Co., Philadelphia, Pa.
July 14, 1937, Cotton Yarn.	Rhodes-Whitener Mills, Taylorsville, N. C.	Levi & Rottenburg, Inc., New York, N. Y.
July 14, 1937, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	L. B. Luithlen Dye Works., Philadelphia, Pa.
July 14, 1937, Cotton Yarn.	Lola Mills, Stanley, N. C.	Silkcraft Mills, Paterson, N. J.

Exhibit No. 4 (Witness Beam)—Continued

Date	Shipper	Consignee
July 16, 1937, Cotton Yarn.	Howell Mfg. Co., Cherryville, N. C.	Hyde-Rakestraw Co., Philadelphia, Pa.
July 17, 1937, Cotton Yarn.	Howell Mfg. Co., Cherryville, N. C.	Quaker Lace Co., Philadelphia, Pa.
July 20, 1937, Cotton Yarn.	Lola Mills, Stanley, N. C.	Textile Service Co., Philadelphia, Pa.
July 21, 1937, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	North American Lace Co., Philadelphia, Pa
July 24, 1937, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	Columbia Mills, Inc., Wilkes-Barre, Pa.
July 24, 1937, Cotton Yarn.	Rhodes-Whitener Mills, Taylorsville, N. C.	Levi & Rottenburg, Inc., New York, N. Y.
July 27, 1937, Lub. Oil.	Shell Union Oil Co., Sewaren, N. J.	Quality Oil Co., Winston-Salem, N. C.
July 28, 1937, Cotton Yarn.	Rudisill Spinning Mills, Cherryville, N. C.	Hooker & Sanders, Inc., New York, N. Y.
July 29, 1937, Cotton Yarn.	Lola Mills, Stanley, N. C.	Devon Knitting Mills, Ephrata, Pa.
July 29, 1937, Buttons	Helmar Importing Co., New York, N. Y.	Williams & Shelton, Charlotte, N. C.
July 31, 1937, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	Scranton Lace Mills, Scranton, Pa.
Aug. 7, 1937, Cotton Yarn.	Ewing-Thomas Corp., Chester, Pa.	Oakboro Cotton Mills, Oakboro, N. C.
306 Aug. 4, 1937, Cot-Yarn.	Rhyne-Houser Mfg. Co., Cherryville, N. C.	Clarence L. Meyers Co., Philadelphia, Pa.
Aug. 6, 1937, Cotton Yarn.	Howell Mfg. Co., Cherryville, N. C.	Quaker Lace Co., Philadelphia, Pa.
Aug. 7, 1937, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	North American Lace Co., Philadelphia, Pa.
Aug. 10, 1937 Oil	Shell Union Oil Co., Sewaren, N. J.	Quality Oil Co., Winston-Salem, N. C.
Aug. 13, 1937, Cotton Yarn.	Long Shoals Cotton Mills, Lincolnton, N. C.	American Velour Mills, Bound Brook, N. J.
Aug. 14, 1937, Cotton Yarn.	Rudisill Spinning Mills, Cherryville, N. C.	R. C. Swanberg, New York, N. Y.
Aug. 18, 1937, Cotton Yarn.	Lola Mills, Stanley, N. C.	Rockledge Mills, Paterson, N. J.
Aug. 18, 1937, Cotton Yarn.	Rhodes-Whitener Mills, Taylorsville, N. C.	Erntex Knitting Mills, Gilbertsville, Pa.
Aug. 19, 1937, Cotton Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Cohn-Hall-Marx Co., Paterson, N. J.
Aug. 21, 1937, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	Atchinson-Harden Co., Passaic, N. J.
Aug. 23, 1937, Oil	Pure Oil Co., Marcus Hook, Pa.	Pure Oil Co. of the Carolinas, Greensboro, N. C.
Aug. 25, 1937, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	Leader Thread Co., New York, N. Y.
Aug. 27, 1937, Cotton Yarn.	Rhyne-Houser Mfg. Co., Cherryville, N. C.	Ewing-Thomas Corp., Chester, Pa.
Aug. 28, 1937, Roofing	Keystone Roofing Co., York, Pa.	A. C. Lutz, Londale, N. C.
Aug. 30, 1937, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	Wilkes-Barre Lace Co., Wilkes-Barre, Pa.
Sept. 1, 1937, Cotton Yarn.	Lola Mills, Stanley, N. C.	Newark Textile Dyeing Co., Newark, N. J.
Sept. 1, 1937, Cotton Yarn.	Rhodes-Whitener Mills, Taylorsville, N. C.	Ashland Knitting Mills, Ashland, Pa.
Sept. 3, 1937, Cotton Yarn.	Rhyne-Houser Mfg. Co., Cherryville, N. C.	Ewing-Thomas Corp., Chester, Pa.
Sept. 4, 1937, Cotton Yarn.	Rudisill Spinning Mills, Cherryville, N. C.	Fremont Thread Co., New York, N. Y.
Sept. 8, 1937, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	Wilkes-Barre Lace Co., Wilkes-Barre, Pa.
307 Sept. 7, 1937, Cotton Yarn.	Lola Mills, Stanley, N. C.	Pinetree Knitting Mills, New York, N. Y.
Sept. 9, 1937, Roofing	Cooper Company, Elizabeth, N. J.	McMillan Lumber Co., Gaffney, S. C.
Sept. 10, 1937, Cotton Yarn.	Lola Mills, Stanley, N. C.	A. J. Bartson, Midland Park, N. J.
Sept. 11, 1937, Cotton Yarn.	Lola Mills, Stanley, N. C.	Kraus Knitting Mills, New York, N. Y.
Sept. 15, 1937, Cotton Yarn.	Rhodes-Whitener Mills, Taylorsville, N. C.	Quality Knitting Co., Stowe, Pa.
Sept. 15, 1937, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	Quaker Lace Co., Philadelphia, Pa.

Exhibit No. 4 (Witness Beam)—Continued

	Date	Shipper	Consignee
	Sept. 15, 1937, Cotton Yarn.	Rhodes-Whitener Mills, Taylorsville, N. C.	Mohnton Knitting Mills, Mohnton, Pa.
	Sept. 16, 1937, Cotton Yarn.	Cross Cotton Mills, Marion, N. C.	Ladiffabrics Inc., Pawtucket, R. I.
	Sept. 17, 1937, Cotton Yarn.	Howell Mfg. Co., Cherryville, N. C.	Aberfoyle Mfg. Co., Chester, Pa.
	Sept. 18, 1937, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	Fremont Thread Co., New York, N. Y.
	Sept. 22, 1937, Cotton Yarn.	Lola Mills, Inc., Stanley, N. C.	A. J. Bartson, Midland Park, N. J.
	Sept. 24, 1937, Oil	Pure Oil Co., Marcus Hook, Pa.	Pure Oil Co. of the Carolinas, Charlotte, N. C.
	Sept. 24, 1937, Cotton Yarn.	Rhyne-Houser Mfg. Co., Cherryville, N. C.	Ewing-Thomas Corp., Chester, Pa.
	Sept. 25, 1937, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	The Columbia Mills., Wilkes-Barre, Pa.
	Sept. 25, 1937, Cotton Yarn.	Rhodes-Whitener Mills, Taylorsville, N. C.	Erntex Knitting Mills, Gilbertsville, Pa.
	Sept. 29, 1937, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	Quaker Lace Co., Philadelphia, Pa.
	Oct. 1, 1937, Cotton Yarn.	Rhodes-Whitener Mills, Taylorsville, N. C.	Erntex Knitting Mills, Gilbertsville, Pa.
	Oct. 2, 1937, Cotton Yarn.	Rhodes-Whitener Mills, Taylorsville, N. C.	Pottstown Knitting Mills, Pottstown, Pa.
	Oct. 2, 1937, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	Ewing-Thomas Corp., Chester, Pa.
	Oct. 6, 1937, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	Quaker Lace Co., Philadelphia, Pa.
	Oct. 7, 1937, Cotton Yarn.	Rhodes-Whitener Mills, Taylorsville, N. C.	Quality Knitting Co., Stowe, Pa.
308	Oct. 9, 1937, Cotton Yarn.	Rhodes-Whitener Mills, Taylorsville, N. C.	Glick Knitting Mills, Girardville, Pa.
	Oct. 9, 1937, Cotton Yarn.	Rudisill Spinning Mills, Cherryville, N. C.	R. C. Swanberg, New York, N. Y.
	Oct. 12, 1937, Roofing	Keystone Roofing Co., York, Pa.	E. C. Kluttz, Concord, N. C.
	Oct. 12, 1937, Wine	Eastern Wine Corp., New York, N. Y.	Carolina Wine Co., Asheville, N. C.
	Oct. 13, 1937, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	Scranton Lace Co., Scranton, Pa.
	Oct. 18, 1937, Cotton Yarn.	Rhodes-Whitener Mills, Taylorsville, N. C.	Levi & Rottenburg, Philadelphia, Pa.
	Oct. 19, 1937, Oil	Pure Oil Co., Marcus Hook, Pa.	Pure Oil Co. of the Carolinas, Columbia, S. C.
	Oct. 20, 1937, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	Quaker Lace Co., Philadelphia, Pa.
	Oct. 22, 1937, Cotton Yarn.	Howell Mfg. Co., Cherryville, N. C.	Aberfoyle Mfg. Co., Chester, Pa.
	Oct. 23, 1937, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	Crown Thread Co., New York, N. Y.
	Oct. 26, 1937, Cotton Yarn.	Neely Cotton Mills, York, S. C.	Globe Dye Works, Philadelphia, Pa.
	Oct. 27, 1937, Cotton Yarn.	Cherryville Mfg. Co., Cherryville, N. C.	Caledonia Dye Works, Philadelphia, Pa.
	Oct. 29, 1937, Warp Beams.	Ewing-Thomas Corp., Chester, Pa.	Cartex Mills, Salisbury, N. C.
	Oct. 30, 1937, Cotton Yarn.	Clover Spinning Mills, Clover, S. C.	Deisher Knitting Mills, Kutztown, Pa.
	Oct. 30, 1937, Cotton Yarn.	Rhodes-Whitener Mills, Taylorsville, N. C.	Levi & Rottenburg, New York, N. Y.
	Nov. 1, 1937, Roofing	Keystone Roofing Co., York, Pa.	Montgomery Ward & Co., Greensboro, N. C.
	Nov. 2, 1937, Oil	The Pure Oil Co., Marcus Hook, Pa.	Pure Oil Co. of the Carolinas, Greenville, S. C.
	Nov. 2, 1937, Cotton Yarn.	Neely Cotton Mills, York, S. C.	Arcadia Ktg. Mills, Allentown, Pa.
	Nov. 3, 1937, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	Scranton Lace Co., Scranton, Pa.
	Nov. 3, 1937, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	Fremont Thread Co., New York, N. Y.
309	Nov. 4, 1937, Cotton Yarn.	Clover Spinning Mills, Clover, S. C.	Arcadia Knitting Mills, Allentown, Pa.
	Nov. 6, 1937, Cotton Yarn.	North American Lace Co., Philadelphia, Pa.	Carlton Yarn Mills, Cherryville, N. C.
	Nov. 6, 1937, Cotton Yarn.	Rudisill Spinning Mills, Cherryville, N. C.	R. C. Swanberg, New York, N. Y.
	Nov. 6, 1937, Cotton Yarn.	Clover Spinning Mills, Clover, S. C.	Arcadia Knitting Mills, Allentown, Pa.

Exhibit No. 4 (Witness Beam)—Continued

Date	Shipper	Consignee
Nov. 12, 1937, Cotton Yarn.	Rhyne-Houser Mfg. Co., Cherryville, N. C.	Ewing-Thomas Corp., Chester, Pa.
Nov. 13, 1937, Cotton Yarn.	Howell Mfg. Co., Cherryville, N. C.	Aberfoyle Mfg. Co., Chester, Pa.
Nov. 16, 1937, Cotton Yarn.	Lola Mills, Stanley, N. C.	Flexknit Co., Elizabeth, N. J.
Nov. 17, 1937, Roofing.	Keystone Roofing Co., York, Pa.	Arey Brick & Lumber Co., Salisbury, N. C.
Nov. 17, 1937, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	North American Lace Co., Philadelphia, Pa.
Nov. 19, 1937, Cotton Yarn.	Ewing-Thomas Corp., Chester, Pa.	Cannon Mills, Rockwell, N. C.
Nov. 19, 1937, Cotton Yarn.	Lola Mills, Stanley, N. C.	Flexknit Corp., Elizabeth, N. J.
Nov. 20, 1937, Cotton Yarn.	Lola Mills, Stanley, N. C.	Flexknit Corp., Elizabeth, N. J.
Nov. 23, 1937, Alcohol.	U. S. Industrial Alco. Co., Curtis Bay, Md.	The Flowers Co., Hickory, N. C.
Nov. 24, 1937, Cotton Yarn.	Lola Mills, Stanley, N. C.	Flexknit Co., Elizabeth, N. J.
Nov. 26, 1937, Cotton Yarn.	Clover Spinning Mills, Clover, S. C.	Arcadia Knitting Mills, Allentown, Pa.
Nov. 30, 1937, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	North American Lace Co., Philadelphia, Pa.
Nov. 30, 1937, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	The Columbia Mills, Wilkes-Barre, Pa.
Dec. 1, 1937, Cotton Yarn.	Cross Cotton Mills, Marion, N. C.	Stratford Knitting Mills, Linfield, Pa.
Dec. 2, 1937, Cotton Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Nazareth Waist Co., Nazareth, Pa.
Dec. 3, 1937, Cotton Yarn.	Rhyne-Houser Mfg. Co., Cherryville, N. C.	Ewing-Thomas Corp., Chester, Pa.
310 Dec. 4, 1937, Cotton Yarn.	Rudisill Spinning Mills, Cherryville, N. C.	R. C. Swanberg, New York, N. Y.
Dec. 7, 1937, Cotton Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Kaye Knitting Mills, New York, N. Y.
Dec. 8, 1937, Cotton Yarn.	Rhodes-Whitener Mills, Taylorsville, N. C.	Levi & Rottenburg, New York, N.Y.
Dec. 10, 1937, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	Columbia Mills, Wilkes-Barre, Pa.
Dec. 11, 1937, Cotton Yarn.	Cross Cotton Mills, Marion, N. C.	Stratford Knitting Mills, Linfield, Pa.
Dec. 14, 1937, Roofing.	Keystone Roofing Co., York, Pa.	E. B. Morse, Rockingham, N. C.
Dec. 14, 1937, Cotton Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Codorus Hosiery Co., York, Pa.
Dec. 15, 1937, Oil.	The Pure Oil Co., Marcus Hook, Pa.	The State Highway Commission, Camp Polk, N. C.
Dec. 15, 1937, Cotton Yarn.	Cross Cotton Mills, Marion, N. C.	Hamburg Knitting Mills, Hamburg, Pa.
Dec. 15, 1937, Cotton Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Nazareth Waist Co., Nazareth, Pa.
Dec. 18, 1937, Cotton Yarn.	Cross Cotton Mills, Marion, N. C.	Seligman Fabrics, New York, N. Y.
Dec. 18, 1937, Cotton Yarn.	Rhodes-Whitener Mills, Taylorsville, N. C.	Lincoln Underwear Co., Pottstown, Pa.
Dec. 21, 1937, Cotton Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Codorus Hosiery Mills, York, Pa.
Dec. 22, 1937, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	Columbia Mills, Wilkes-Barre, Pa.
Dec. 23, 1937, Cotton Yarn.	Long Shoals Cotton Mills, Long Shoals, N. C.	American Velour Mills, Bound Brook, N. J.
Dec. 24, 1937, Cotton Yarn.	Cross Cotton Mills, Marion, N. C.	Hamburg Knitting Mills, Hamburg, Pa.
Dec. 28, 1937, Cotton Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Bashore Knitting Mills, Schuylkill, Haven, Pa.
Dec. 28, 1937, Ale & Beer.	G. Krueger Brewing Co., Newark, N. J.	Orange Crush Bottling Co., Gastonia, N. C.
Dec. 29, 1937, Cotton Yarn.	Rhodes-Whitener Mills, Taylorsville, N. C.	Mohnton Knitting Mills, Mohnton, Pa.
Dec. 29, 1937, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	H. Rosenthal & Co., Perth Amboy, N. J.
311 Jan. 4, 1938, Cotton Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Codorus Hosiery Co., York, Pa.
Jan. 5, 1938, Cotton Yarn.	Cross Cotton Mills, Marion, N. C.	H. H. Fessler Co., Orwigsburg, Pa.
Jan. 5, 1938, Cotton Yarn.	Long Shoals Cotton Mills, Lincolnton, N. C.	Caledonia Woolen Mills, Clifton Heights, Pa.

Exhibit No. 4 (Witness Beam)—Continued

Date	Shipper	Consignee
Jan. 6, 1938, Cotton Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Royal Underwear Co., Reading, Pa.
Jan. 7, 1938, Oil	Sun Oil Co., Marcus Hook, Pa.	Quality Oil Co., Winston-Salem, N. C.
Jan. 7, 1938, Cotton Yarn.	Long Shoals Cotton Mills, Lincolnton, N. C.	Caledonia Woolen Mills, Clifton Heights, Pa.
Jan. 8, 1938, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	Ewing-Thomas Corp., Chester, Pa.
Jan. 12, 1938, Cotton Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Reynolds Knitting Mills, Norristown, Pa.
Jan. 12, 1938, Cotton, Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Codorus Hosiery Mills, York, Pa.
Jan. 13, 1938, Cotton Yarn.	Cross Cotton Mills, Marion, N. C.	Hamburg Knitting Mills, Hamburg, Pa.
Jan. 14, 1938, Cotton Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Mohnton Knitting Mills, Mohnton, Pa.
Jan. 15, 1938, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	L. B. Luithlen Dye Works, Philadelphia, Pa.
Jan. 18, 1938, Cotton Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Penna. Knitting Mills, Spring Grove, Pa.
Jan. 20, 1938, Cotton Yarn.	Cross Cotton Mills, Marion, N. C.	Hamburg Knitting Mills, Hamburg, Pa.
Jan. 21, 1938, Oil	Shell Union Oil Co., Sewaren, N. J.	Quality Oil Co., Winston-Salem, N. C.
Jan. 21, 1938, Cotton Yarn.	Lola Mills, Stanley, N. C.	Karo Knitting Fabrics, New York, N. Y.
Jan. 26, 1938, Cotton Yarn.	Cross Cotton Mills, Marion, N. C.	Ashland Knitting Mills, Ashland, Pa.
Jan. 26, 1938, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	H. Rosenthal & Co., Perth Amboy, N. J.
Jan. 28, 1938, Cotton Yarn.	Long Shoals Cotton, Mills, Lincolnton, N. C.	Hyde-Rakestraw Co., Philadelphia, Pa.
Jan. 29, 1938, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	Lisle Mills, Allentown, Pa.
312 Feb. 3, 1938, Cotton Yarn.	Cross Cotton Mills, Marion, N. C.	Flexnit Co., Elizabeth, N. J.
Feb. 4, 1938, Cotton Yarn.	Howell Mfg. Co., Cherryville, N. C.	Ontario Dyeing Co., Philadelphia, Pa.
Feb. 5, 1938, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	National Thread Co., New York, N. Y.
Feb. 8, 1938, Cotton Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Penna. Knitting Mills, Spring Grove, Pa.
Feb. 10, 1938, Cotton Yarn.	Cross Cotton Mills, Marion, N. C.	Flexnit Fabrics, Elizabeth, N. J.
Feb. 11, 1938, Cotton Yarn.	Rhyne-Houser Mfg. Co., Cherryville, N. C.	Dreeben & Co., New York, N. Y.
Feb. 12, 1938, Lub. Oil	Shell Union Oil Corp., Sewaren, N. J.	Quality Oil Co., Winston-Salem, N. C.
Feb. 15, 1938, Cotton Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Nazareth Waist Co., Nazareth, Pa.
Feb. 16, 1938, Cotton Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Codorus Hosiery Mills, York, Pa.
Feb. 17, 1938, Cotton Yarn.	Cross Cotton Mills, Marion, N. C.	Pinetree Knitting Mills, New York, N. Y.
Feb. 18, 1938, Cotton Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Walter F. Meck, Schuylkill Haven, Pa.
Feb. 18, 1938, Wire Cloth.	Heilig Bros., York, Pa.	American Hardware Co., Charlotte, N. C.
Feb. 19, 1938, Lub. Oil	Pure Oil Co., Marcus Hook, Pa.	Pure Oil Co. of the Carolinas, Columbia, S. C.
Feb. 24, 1938, Cotton Yarn.	Cross Cotton Mills, Marion, N. C.	H. H. Fessler Knitting Co., Orwigsburg, Pa.
Feb. 25, 1938, Cotton Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	I. Tager, New York, N. Y.
Feb. 26, 1938, Lub. Oil	Shell Union Oil Co., Sewaren, N. J.	Quality Oil Co., Winston-Salem, N. C.
Feb. 28, 1938, Roofing	Keystone Roofing Co., York, Pa.	Gibsonville Development Co., Gibsonville, N. C.
Mar. 2, 1938, Cotton Yarn.	Cross Cotton Mills, Marion, N. C.	Hamburg Knitting Mills, Hamburg, Pa.
Mar. 4, 1938, Warp Beams.	Ewing-Thomas Corp., Chester, Pa.	Cannon Mills, Concord, N. C.
Mar. 5, 1938, Cotton Yarn.	Rhyne-Houser Mfg. Co., Cherryville, N. C.	Globe Dye Works, Philadelphia, Pa.
Mar. 9, 1938, Cotton Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	John Reuss & Sons., Macungie, Pa.

Exhibit No. 4 (Witness Beam)—Continued

Date	Shipper	Consignee
Mar. 10, 1938, Lub. Oil.	Pure Oil Co., Marcus Hook, Pa.	Pure Oil Co. of the Carolinas, Columbia, S. C.
Mar. 11, 1938, Batteries	Electric Storage & Baty., Philadelphia, Pa.	Quality Oil Co., Winston-Salem, N. C.
Mar. 12, 1938, Cotton Yarn.	Groves Thread Co., Gastonia, N. C.	Robert P. Miller & Co., Shoemakersville, Pa.
Mar. 14, 1938, Cotton Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Baltic Novelty Co., Long Island City, N. Y.
Mar. 17, 1938, Beer.	G. Krueger Brewing Co., Newark, N. J.	Orange Crush Bottling Co., Gastonia, N. C.
Mar. 18, 1938, Cotton Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	R. C. Gladfelter, York, Pa.
Mar. 19, 1938, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	Columbia Mills, Wilkes-Barre, Pa.
Mar. 24, 1938, Cotton Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Mohnton Knitting Mills, Mohnton, Pa.
Mar. 26, 1938, Cotton Yarn.	Rhyne-Houser Mfg. Co., Cherryville, N. C.	Textile Service, Inc., Philadelphia, Pa.
Mar. 30, 1938, Cotton Yarn.	Cross Cotton Mills, Marion, N. C.	Geissler Knitting Mills, Hazleton, Pa.
Mar. 31, 1938, Wire Cloth.	American Wire Fabrics, Mt. Wolf, Pa.	Harris Hardware Co., Washington, N. C.
Apr. 2, 1938, Cotton Yarn.	Rhodes-Whitener Mills, Taylorsville, N. C.	Kooltex Knitting Mills, Mifflinburg, Pa.
Apr. 4, 1938, Lub. Oil.	Shell Union Oil Corp., Sewaren, N. J.	Shell Union Oil Co., Hickory, N. C.
Apr. 6, 1938, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	Perfect Thread Co., New York, N. Y.
Apr. 8, 1938, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	H. Rosenthal & Co., Perth Amboy, N. J.
Apr. 11, 1938, Cot. Pc. Gds.	D. Kutz Co., New York, N. Y.	Bell-Matthews Co., Cherryville, N. C.
314 April 12, 1938, Cotton Yarn.	Cherryville Mfg. Co., Cherryville, N. C.	Kutztown Textile Mills, Kutztown, Pa.
April 13, 1938, Cotton Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Reynolds Knitting Mills, Norristown, Pa.
April 16, 1938, Cotton Yarn.	Cross Cotton Mills, Marion, N. C.	H. L. Miller & Sons, Port Carbon, Pa.
April 19, 1938, Cotton Yarn.	Cherryville Mfg. Co., Cherryville, N. C.	Kutztown Textile Mills, Kutztown, Pa.
April 20, 1938, Cotton Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Penna. Knitting Mills, Spring Grove, Pa.
April 21, 1938, Cotton Yarn.	Cross Cotton Mills, Marion, N. C.	Arcadia Knitting Mills, Allentown, Pa.
April 22, 1938, Cotton Yarn.	Long Shoals Cotton Mills, Lincolnton, N. C.	United Shipping Corp., New York, N. Y.
April 26, 1938, Cotton Yarn.	Cherryville Mfg. Co., Cherryville, N. C.	Kutztown Textile Mills, Kutztown, Pa.
April 27, 1938, Cotton Yarn.	Rudisill Spinning Mills, Lincolnton, N. C.	Goldin Bros., New York, N. Y.
April 28, 1938, Cotton Yarn.	Cross Cotton Mills, Marion, N. C.	Hamburg Knitting Mills, Hamburg, Pa.
April 29, 1938, Oil.	Shell Union Oil Corp., Sewaren, N. J.	Shell Union Oil Corp., Charlotte, N. C.
May 2, 1938, Oil.	Shell Union Oil Corp., Sewaren, N. J.	Quality Oil Co., Winston-Salem, N. C.
May 3, 1938, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	Thos. D. Toy & Co., New York, N. Y.
May 4, 1938, Cotton Yarn.	Rhodes-Whitener Mills, Taylorsville, N. C.	Mohnton Knitting Mills, Mohnton, Pa.
May 5, 1938, Cotton Yarn.	Cross Cotton Mills, Marion, N. C.	Arcadia Knitting Mills, Allentown, Pa.
May 6, 1938, Cotton Yarn.	Howell Mfg. Co., Cherryville, N. C.	Halliwell Co., Pawtucket, R. I.
May 7, 1938, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	North American Lace Co., Philadelphia.
May 10, 1938, Cotton Yarn.	Carter Mills, Lincolnton, N. C.	Rohrer Mfg. Co., Allentown, Pa.
May 11, 1938, Cotton Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	R. C. Glatfelter, York, Pa.
May 13, 1938, Cotton Yarn.	Howell Mfg. Co., Cherryville, N. C.	Triangle Thread Mills, New York, N. Y.
315 May 14, 1938, Cotton Yarn.	Cross Cotton Mills, Marion, N. C.	Sesom Knitting Mills, New York, N. Y.
May 16, 1938, Cotton Yarn.	Rudisill Spinning Mills, Lincolnton, N. C.	Textile Service Corp., Philadelphia, Pa.

Exhibit No. 4 (Witness Beam)—Continued

Date	Shipper	Consignee
May 17, 1938, Cotton Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Royal Underwear Co., Reading, Pa.
May 17, 1938, Oil	Shell Union Oil Co., Sewaren, N. J.	Shell Union Oil Corp., Greensboro, N. C.
May 18, 1938, Oil	Shell Union Oil Co., Sewaren, N. J.	Shell Union Oil Corp., Charlotte, N. C.
May 18, 1938, Cotton Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Royal Underwear Co., Reading, Pa.
May 18, 1938, Cotton Yarn.	Cross Cotton Mills, Marion, N. C.	Walter F. Meck Co., Schuylkill Haven, Pa.
May 19, 1938, Line. Rugs.	Bird & Son, Inc., East Walpole, Mass.	Peerless Mattress Co., Lexington, N. C.
May 20, 1938, Cotton Yarn.	Rhyne-Houser Mfg. Co., Cherryville, N. C.	Dreeben & Co., New York, N. Y.
May 21, 1938, Cotton Yarn.	Cross Cotton Mills, Marion, N. C.	Jacob Boltz Knitting Mills, Pottsville, Pa.
May 24, 1938, Ale & Beer.	G. Krueger Brewing Co., Newark, N. J.	Orange Crush Bottling Co., Gastonia, N. C.
May 25, 1938, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	Quaker Lace Co., Philadelphia, Pa.
May 26, 1938, Cotton Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Hagerstown Transfer & Sto., Co., town, Md.
May 27, 1938, Cotton Yarn.	Rhodes-Whitener Mills, Taylorsville, N. C.	Glick Knitting Mills, Giradville, Pa.
May 27, 1938, Oil	Crew Levick Co., Philadelphia, Pa.	Acme Petroleum & Fuel Co., Gastonia, N. C.
May 28, 1938, Cotton Yarn.	Cross Cotton Mills, Marion, N. C.	Reidler Knitting Mills, Hazleton, Pa.
May 28, 1938, Cotton Yarn.	Cross Cotton Mills, Marion, N. C.	H. H. Fessler Co., Orwigsburg, Pa.
May 31, 1938, Shoes	Bronx Shoe Co., New York, N. Y.	Belk-Matthews Co., Cherryville, N. C.
June 1, 1938, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	H. Rosenthal & Co., Perth Amboy, N. J.
June 2, 1938, Cotton Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Royal Underwear Co., Reading, Pa.
316 June 4, 1938, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	Aberfoyle Mfg. Co., Chester, Pa.
June 6, 1938, Cotton Yarn.	Plymouth Thd. & Rayon Co., New York, N. Y.	Howell Mfg. Co., Cherryville, N. C.
June 6, 1938, Cotton Yarn.	Rhyne-Houser Mfg. Co., Cherryville, N. C.	Meyer & Rasmussen, New York, N. Y.
June 8, 1938, Cotton Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Ontario Dyeing Co., Philadelphia, Pa.
June 10, 1938, Cotton Yarn.	Long Shoal Cotton Mills, Lincolnton, N. C.	Ontario Dye Works, Philadelphia, Pa.
June 11, 1938, Cotton Yarn.	Cross Cotton Mills, Marion, N. C.	Quaker Fabrics, Lebanon, Pa.
June 13, 1938, Cot. Pc. Gds.	Bernard Bernstein Tex Co., Greenville, S. C.	Banner Undergarment, New York, N. Y.
June 14, 1938, Line. Rugs.	Bird & Son, Inc., East Walpole, Mass.	Peerless Mattress Co., Lexington, N. C.
June 15, 1938, Cot. Pc. Gds.	Springs Cotton Mills, Chester, Pa.	Pond Lily Co., New Haven, Conn.
June 16, 1938, Rayon Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Franklin Rayon Co., Providence, R. I.
June 17, 1938, Drugs	Purex Products, Inc., Baltimore, Md.	Charlotte Distributing Co., Charlotte, N. C.
June 17, 1938, Cotton Yarn.	Terminal Warehouse Co., Providence, R. I.	Wm. H. Hall Co., Belmont, N. C.
June 18, 1938, Cotton Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Wertz Warehouse Co., Reading, Pa.
June 18, 1938, Cotton Yarn.	Bonnie Cotton Mills, Kings Mountain, N. C.	H. C. Jones Co., Conshohocken, Pa.
June 18, 1938, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	Fish-Net & Twine Co., Jersey City, N. J.
June 20, 1938, Rayon	Hughes-Fawcett, Inc., New York, N. Y.	Ranlo Mfg. Co., Gastonia, N. C.
June 20, 1938, Drugs	Purex Products, Inc., Baltimore, Md.	I. M. Koger & Co., Charleston, S. C.
June 21, 1938, Dry Goods.	Cohn-Hall-Marx Co., New York, N. Y.	Belk Matthews, Belmont, N. C.
June 21, 1938, Auto. Parts.	Sta-Brite Industries, New Brunswick, N. J.	Anderson Auto Parts Co., Anderson, S. C.
June 22, 1938, Cot. Pc. Gds.	Turner Halsey Co., Greenwood, S. C.	Pond Lily Co., New Haven, Conn.

Exhibit No. 4 (Witness Beam)—Continued

	Date	Shipper	Consignee
317	June 24, 1938, Cotton Yarn.	Long Shoals Cotton Mills, Lincolnton, N. C.	American Velour Mills, Bound Brook, N. J.
	June 25, 1938, Cotton Yarn.	Rhyne-Houser Mfg. Co., Cherryville, N. C.	Ewing-Thomas Corp., Chester, Pa.
	June 28, 1938, Cotton Yar.	Ranlo Mfg. Co., Gastonia, N. C.	Globe Mills, Inc., West Leesport, Pa.
	June 29, 1938, Cotton Yarn.	Howell Mfg. Co., Cherryville, N. C.	Aberfoyle Mfg. Co., Chester, Pa.
	June 30, 1938, Cotton Yarn.	Rhyne-Houser Mfg. Co., Cherryville, N. C.	Clarence L. Meyers, Philadelphia, Pa.
	July 2, 1938, Cotton Yarn.	Rhodes-Whitener Mills, Taylorsville, N. C.	H. L. Miller & Son, Port Carbon, Pa.
	July 5, 1938, Cotton Piece Goods.	Anderson Cotton Mills, Anderson, S. C.	Jewett City, Tex. Novelty Co., Jewett City, Conn.
	July 6, 1938, Lino. Pdts.	Bird & Son, Inc., East Walpole, Mass.	Carolina Wholesale Co., Columbia, S. C.
	July 6, 1938, Batteries	The Ele. Storage Battery Co., Crescentville, Pa.	Quality Oil Co., Winston-Salem, N. C.
	July 6, 1938, Cotton Piece Gds.	Union-Buffalo Mills, Union, S. C.	Pontiac Finishing Co., Pontiac, R. I.
	July 7, 1938, Rayon Fibre.	Hughes Fawcett, New York, N. Y.	Spartex Mills, Tucapau, S. C.
	July 7, 1938, Cotton Yarn.	Cross Cotton Mills, Marion, N. C.	Reidler Knitting Mills, Hazleton, Pa.
	July 8, 1938, Cotton Yarn.	Rhyne-Houser Mfg. Co., Cherryville, N. C.	J. Sullivan & Son, Philadelphia, Pa.
	July 9, 1938, Cotton Yarn.	Cross Cotton Mills, Marion, N. C.	J. H. Rohrer Co., New Ringgold, Pa.
	July 9, 1938, Paint	Pittsburgh Plate Glass Co., Newark, N. J.	Pittsburgh Plate Glass Co., Charlotte, N. C.
	July 13, 1938, Cotton Piece Gds.	Abbeville Mills, Abbeville, S. C.	Hohokus Bleachery, Hohokus, N. J.
	July 14, 1938, Cotton Piece Gds.	The Springs Cotton Mills, Lancaster, S. C.	Pond Lily Co., New Haven, Conn.
	July 15, 1938, Cotton Piece Gds.	Victor Monaghan Co., Greer, S. C.	Llondale Bleachery, Rockaway, N. J.
	July 15, 1938, Copper Wire.	Phelps-Dodge Copper Corp., New York, N. Y.	Southern Asbestos Co., Charlotte, N. C.
	July 15, 1938, Cotton Yarn.	Long Shoals Cotton Mills, Lincolnton, N. C.	H. C. Jones Co., Conshohocken, Pa.
318	July 16, 1938, Cot. Pc. Gds.	Bernard Bernstein, Hartsville, S. C.	Borgenight & Spiro, New York, N. Y.
	July 18, 1938, Paper Products.	Lily Tulip Cup Corp., New York, N. Y.	McNeil Paper Co., Charlotte, N. C.
	July 19, 1938, Rayon.	Ranlo Mfg. Co., Gastonia, N. C.	Baldwin Mfg. Co., Elk Mills, Md.
	July 19, 1938, Beer	G. Krueger Brewing Co., Newark, N. J.	Orange Crush Bottling Co., Gastonia, N. C.
	July 20, 1938, Cot. Pc. Gds.	Bernard Bernstein, Lancaster, S. C.	Slatersville Finishing Co., Slatersville, R. I.
	July 22, 1938, Cot. Pc. Gds.	Bernard Bernstein, Chester, S. C.	Jewett City Textile Novelty Co., Jewett City, Conn.
	July 22, 1938, Drugs	Purex Products, Inc., Baltimore, Md.	Charlotte Distributing Co., Charlotte, N. C.
	July 23, 1938, Rayon	Ranlo Mfg. Co., Gastonia, N. C.	Baldwin Mfg. Co., Elk Mills, Md.
	July 23, 1938, Cotton Yarn.	Cross Cotton Mills, Marion, N. C.	Kraus Knitting Mills, Brooklyn, N. Y.
	July 25, 1938, Lino. Rugs.	Bird & Son, Inc., East Walpole, Mass.	Peerless Mattress Co., Lexington, N. C.
	July 25, 1938, Paint	Pittsburgh Plate Glass Co., Newark, N. J.	Pittsburgh Plate Glass Co., Charlotte, N. C.
	July 26, 1938, Cotton Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Elastic Distributers, Inc., New York, N. Y.
	July 27, 1938, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	North American Lace Co., Philadelphia, Pa.
	July 28, 1938, Rayon	Ranlo Mfg. Co., Gastonia, N. C.	Cohn-Hall-Marx Co., Paterson, N. J.
	July 29, 1938, Rayon	Ranlo Mfg. Co., Gastonia, N. C.	Cohn-Hall-Marx Co., Paterson, N. J.
	July 30, 1938, Cot. Pc. Gds.	Bernard Bernstein Tex. Co., Hartsville, S. C.	Borgenight & Spiro, New York, N. Y.
319	Feb. 2, 1938, Rayon Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Baldwin Mfg. Co., Elk Mills, Md.
	Feb. 5, 1938, Rayon Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	L. P. Muller, Phila., Pa.
	Feb. 12, 1938, Rayon Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	L. P. Muller, Phila., Pa.
	Feb. 12, 1938, Ale & Beer.	G. Krueger Brewing Co., Newark, N. J.	Dunlap & Mills, Wadesboro, N. C.

Exhibit No. 4 (Witness Beam)—Continued

	Date	Shipper	Consignee
	Feb. 15, 1938, Rayon Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	L. P. Muller, Phila., Pa.
	Feb. 17, 1938, Rayon Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	L. P. Muller, Phila., Pa.
	Feb. 19, 1938, Rayon Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	L. P. Muller, Phila., Pa.
	Feb. 23, 1938, Rayon Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	L. P. Muller, Phila., Pa.
	Feb. 25, 1938, Rayon Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	L. P. Muller, Phila., Pa.
	Mar. 8, 1938, Rayon Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	L. P. Muller, Phila., Pa.
	Mar. 9, 1938, Rayon Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Davis Yarn Co., Brooklyn, N. Y.
	Mar. 11, 1938, Rayon Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Davis Yarn Co., Brooklyn, N. Y.
	Mar. 12, 1938, Rayon Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	L. P. Muller, Phila., Pa.
	Mar. 14, 1938, Rayon Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Davis Yarn Co., Brooklyn, N. Y.
	Mar. 15, 1938, Rayon Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Davis Yarn Co., Brooklyn, N. Y.
	Mar. 16, 1938, Rayon Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Davis Yarn Co., Brooklyn, N. Y.
	Mar. 17, 1938, Rayon Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Davis Yarn Co., Brooklyn, N. Y.
	Mar. 18, 1938, Rayon Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Davis Yarn Co., Brooklyn, N. Y.
	Mar. 19, 1938	Ranlo Mfg. Co., Gastonia, N. C.	L. P. Muller, Phila., Pa.
	Mar. 21, 1938 Ale & Beer	G. Krueger Brewing Co., Newark, N. J.	Dunlap & Mills, Wadesboro, N. C.
320	Apr. 30, 1938, Rayon Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Baldwin Mfg. Co., Elk Mills, Md.
	May 3, 1938, Rayon Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	L. P. Muller, Phila., Pa.
	May 6, 1938, Rayon Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	L. P. Muller, Phila., Pa.
	May 12, 1938, Rayon Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Baldwin Mfg. Co., Elk Mills, Md.
	May 25, 1938, Rayon Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	L. P. Muller, Phila., Pa.
	May 26, 1938, Rayon Fibre.	Hughes Fawcett, New York, N. Y.	Ranlo Mfg. Co., Gastonia, N. C.
	May 26, 1938, Rayon Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Franklin Rayon Co., Providence, R. I.
	June 1, 1938, Rayon Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Franklin Rayon Co., Providence, R. I.
	June 7, 1938, Rayon Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	L. P. Muller, Phila., Pa.
	June 11, 1938, Rayon Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Franklin Rayon Co., Providence, R. I.
	June 21, 1938, Rayon Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	L. P. Muller, Phila., Pa.
	June 25, 1938, Rayon Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Franklin Rayon Co., Providence, R. I.
	June 29, 1938, Rayon Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Franklin Rayon Co., Providence, R. I.
	July 1, 1938, Rayon Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	L. P. Muller, Phila., Pa.
	July 7, 1938, Rayon Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Franklin Rayon Co., Providence, R. I.
	July 12, 1938, Rayon Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Franklin Rayon Co., Providence, R. I.
	July 16, 1938, Rayon Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Quaker Pile Fabric, Phila., Pa.
	July 26, 1938, Rayon Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Quaker Pile Fabric, Phila., Pa.
	July 24, 1938, Rayon Fibre.	Hughes Fawcett, New York, N. Y.	Ranlo Mfg. Co., Gastonia, N. C.
	July 30, 1938	Ranlo Mfg. Co., Gastonia, N. C.	L. P. Muller, Phila., Pa.
321	Aug. 2, 1938, Rayon Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	L. P. Muller & Co., Phila., Pa.
	Aug. 3, 1938, Asbestos Yarn.	Southern Asbestos Co., Charlotte, N. C.	American Steel & Wire Co., Worcester, Mass.
	Aug. 31, 1938, Cotton Yarn.	Cross Cotton Mills, Marion, N. C.	Pottstown Ktg. Mills, Pottstown, Pa.
	Aug. 4, 1938, Ale & Beer.	G. Krueger Brewing Co., Newark, N. J.	Dunlap & Mills, Wadesboro, N. C.

Exhibit No. 4 (Witness Beam)—Continued

Date	Shipper	Consignee
Aug. 5, 1938, Asbestos Yarn.	Southern Asbestos Co., Charlotte, N. C.	American Brass Co., Waterbury, Conn.
Aug. 5, 1938, Rayon Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	L. P. Muller & Co., Phila., Pa.
Aug. 6, 1938, Cotton Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Arcadia Knitting Mills, Allentown, Pa.
Aug. 9, 1938, Lino. Pdts.	Sandura Co., East Walpole, Mass	B. C. Moore & Sons, Timmonsville, S. C.
Aug. 9, 1938, Cotton P. Gds.	Ninety Six Cotton Mills, Ninety Six, S. C.	Pond Lily Co., New Haven, Conn.
Aug. 10, 1938, Lino. Pdts.	Bird & Sons, East Walpole, Mass	American Hdwe. Co., Greenville, S. C.
Aug. 10, 1938, Rayon Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Franklin Rayon Co., Providence, R. I.
Aug. 11, 1938, Paint	Pittsburgh Plate Glass Co., Newark, N. J.	Pittsburg Plate Glass Co., Charlotte, N. C.
Aug. 11, 1938, Rayon Fibre.	Hughes Fawcett, New York, N. Y.	Ranlo Mfg. Co., Gastonia, S. C.
Aug. 11, 1938, Cot. Piece Gds.	Bernard Bernard, Lancaster, S. C.	Narragansett Finishing Co. Westerly, R. I.
Aug. 12, 1938, Cot. Piece Gds.	Anderson Cotton Mills, Anderson, S. C.	Pontiac Bleachery, Pontiac, R. I.
Aug. 13, 1938, Asbestos Yarn.	Southern Asbestos Co., Charlotte, N. C.	Russell Mfg. Co., Middletown, Conn.
Aug. 13, 1938, Cotton Yarn.	Cross Cotton Mills, Marion, N. C.	Jacob Boltz Ktg. Mills, Pottsville, Pa.
Aug. 16, 1938, Cot. P. Goods.	Bernard Bernstein, Chester, S. C.	Acme Finishing Co., Pawtucket, R. I.
Aug. 18, 1938, C. P. Goods.	Hart Cotton Mills, Tarboro, N. C.	Jewett City Tex. Co., Jewett City, Conn.
Aug. 20, 1938, Rayon Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	L. P. Muller & Co., Phila., Pa.
322 Aug. 24, 1938, Rayon Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	L. P. Muller & Co., Phila., Pa.
Aug. 24, 1938, Cotton Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Mohnton Ktg. Mills, Mohnton, Pa.
Aug. 26, 1938, Cotton Yarn.	Howell Mfg. Co., Gastonia, N. C.	Perfect Thd. Co., New York, N. Y.
Sept. 1, 1938, Paint	Pittsburgh Plate Glass, Newark, N. J.	to Same Charlotte, N. C.
Sept. 1, 1938, Rayon Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Baldwin Mfg. Co., Elk Mills, Md.
Sept. 2, 1938, C. P. Goods.	Ninety Six Cotton Mills, Ninety Six, S. C.	Pond Lily Co., New Haven, Conn.
Sept. 3, 1938, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	Wilkes-Barre Lace Co., Wilkes-Barre, Pa.
Sept. 7, 1938, Cotton Yarn.	Cross Cotton Mills, Marion, N. C.	Hamburg Knitting Mills, Hamburg, Pa.
Sept. 8, 1938, Oil	Shell Union Oil Corp., Sewaren, N. J.	Shell Union Oil Corp., Dillsboro, N. C.
Sept. 7, 1938 Cotton Yarn.	Howell Mfg. Co., Cherryville, N. C.	Chester Lace Mills, Chester Pa.
Sept. 9, 1938, Cot. P. Goods.	Ninety Six Cotton Mills, Ninety Six, S. C.	Slatersville, Finishing Co., Slatersville, S. C.
Sept. 10, 1938 Rayon Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Franklin Rayon Co., Providence, R. I.
Sept. 10, 1938, Machinery.	Whitehall Hos. Mills, Phila., Pa.	Mount Holly Hos. Mills, Mt. Holly, N. C.
Sept. 12, 1938, Batteries.	Ele. Storage Batty. Co. Crescentville, Pa.	Quality Oil Co., Winston Salem, N. C.
Sept. 13, 1938, Cot. P. Goods.	Osage Mfg. Co., Bessemer City, N. C.	Pond Lily Co., New Haven, Conn.
Sept. 16, 1938, Cotton Yarn.	Cross Cotton Mills, Marion, N. C.	Flexnit Co., Elizabeth, N. J.
Sept. 20, 1938, Silk Waste.	Maurice Lobsitz, Boston, Mass.	Shelby Cotton Mills, Shelby, N. C.
Sept. 21, 1938, Oil	Shell Union Oil Corp., Sewaren, N. J.	Quality Oil Corp., Washington, N. C.
Sept. 21, 1938, Asbestos Spools.	Southern Asbestos Co., Charlotte, N. C.	General Cable Corp., Perth Amboy, N. J.
Sept. 22, 1938, Rayon P. Goods.	Langerre Sales Corp., Lexington, N. C.	Pond Lily Co., New Haven, Conn.
323 Sept. 24, 1938, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	North American Lace Co., Phila., Pa.
Sept. 30, 1938, Cotton Yarn.	Carlton Yarn Mills, Cherryville, N. C.	Crown Thread Co., New York, N. Y.

Exhibit No. 4 (Witness Beam)—Continued

Date	Shipper	Consignee
Oct. 1, 1938, Cotton Yarn.	Cross Cotton Mills, Marion, N. C.	Kraus Knitting Mills, Brooklyn, N. Y.
Oct. 1, 1938, Asbestos Yarn.	Southern Asbestos Co., Charlotte, N. C.	Asbestos Textile Co., North Brookfield.
Oct. 3, 1938, Cot. P. Goods.	Bernard Bernstein, Lancaster, S. C	Pontiac Bleachery, Pontiac, R. I.
Oct. 3, 1938, Cotton Piece Goods.	Victor Monagham Co., Greer, S. C.	Cranston Print Works, Webster, Mass.
Oct. 3, 1938, Oil	Shell Union Oil Corp., Sewaren, N. J	Shell Union Oil Corp., Spruce Pines, Inc.
Oct. 4, 1938, Rayon	Brody Textile Co. New York, N. Y	Williams & Shelton, Charlotte, N. C.
Oct. 5, 1938, Cotton Yarn.	Cross Cotton Mills, Marion, N. C.	Hamburg Knitting Mills, Hamburg, Pa.
Oct. 5, 1938, Spun Rayon.	Langerre Sales Corp., Lexington, N. C.	Pond Lily Co., New Haven, Conn.
Oct. 7, 1938, Cotton Yarn.	Howell Mfg. Co., Cherryville, N. C	Halliwell Co., Providence, R. I.
Oct. 8, 1938, Machinery.	Whitehall Knitting Mills, Phila., Pa.	Mount Holly Hos. Mills, Mt. Holly, N. C.
Oct. 14, 1938, Cotton Piece Goods.	Springs Cotton Mills, Lancaster, S. C.	Acme Finishing Co., Pawtucket, R. I.
Oct. 15, 1938, Rayon Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	L. P. Muller, Phila., Pa.
Oct. 17, 1938, Rayon Yarn.	Lehigh Valley Throwing Co., Bethlehem, Pa.	Cleveland Cloth Mills, Cleveland, N. C.
Oct. 19, 1938, Cotton Yarn.	Ranlo Mfg. Co., Gastonia, N. C.	Blossom Products, Inc., Allentown, Pa.

324 [Clerks' certificates to foregoing transcript omitted in printing.]

326 In Supreme Court of the United States

Statement of the points to be relied upon by the appellants and designation of the parts of the record to be printed

Filed July 3, 1941

I

The points to be relied upon by the appellants are the assignments of error included in the transcript of record from the District Court.

II

The parts of the record necessary for the consideration of said points and which should be printed are the portions of the

record set out and stated in stipulation between appellants and appellee hereto attached.

327 Dated this 30th day of June 1941.

UNITED STATES OF AMERICA,
CHARLES FAHY,
Acting Solicitor General.
FRANK COLEMAN,
Spec. Asst. to Atty. Gen.
INTERSTATE COMMERCE COMMISSION,
By DANIEL W. KNOWLTON,
Chief Counsel.
NELSON THOMAS,
Attorney.

Copy of the above statement and designation received this 30th day of June 1941.

WILMER A. HILL,
Attorney,
Carolina Freight Carriers Corp.

328 In Supreme Court of the United States

Stipulation as to printing of record on appeal

It is hereby stipulated and agreed by and between the appellants and the appellee that the following portions of the transcript of the record from the District Court should be printed:

1. The complaint together with Exhibit A thereto.
2. Order of Judge Webb, January 8, 1941, convening three-judge court.
3. Order of three-judge court, January 8, 1941, reciting, among other things, that hearing upon application for interlocutory injunction should be as upon final hearing.
4. Answer of Interstate Commerce Commission.
5. Answer of United States of America.
6. Findings of fact and conclusions of law requested by defendants (appellants), but not given by the Court.

329 7. Findings of fact, conclusions of law, opinion and decree made and entered by the Court under date of April 5, 1941.

8. Petition for appeal, May 29, 1941.
9. Assignment of errors.
10. Jurisdictional statement.
11. Statement calling attention to paragraph 3 of Rule 12 of revised rules of the Supreme Court of the United States.
12. Order allowing appeal.

13. Acknowledgement by appellee of receipt of copy of order allowing appeal.

14. Citation on appeal.

15. Minute and docket entries as set out on page 71 of the transcript.

16. Appellants' precipe for transcript of record.

17. Transcript of testimony received at hearing before Interstate Commerce Commission, October 28, 1938, in Docket No. MC 2253, as set out in transcript of record from the District Court, pages 76 to 287, inclusive.

18. Exhibits 1, 2, 3, and 4 to the testimony above-described as set out in transcript of record from the District Court, pages 289 to 292, inclusive.

19. Statement of points to be relied on and designation of parts of record to be printed, together with this stipulation relative to printing.

It is further stipulated and agreed that any portion of the transcript of the record transmitted by the Clerk of the District Court, even though not printed in the official printed record hereinabove provided for, may be referred to by any party to this appeal in brief or argument.

330 Dated this 30th day of June, 1941.

UNITED STATES OF AMERICA,
CHARLES FAHY,
Acting Solicitor General,
FRANK COLEMAN,
Spec. Asst. to Atty. General.
INTERSTATE COMMERCE COMMISSION,
By DANIEL W. KNOWLTON,
Chief Counsel.
NELSON THOMAS,
Attorney.
CAROLINA FREIGHT CARRIERS CORPORATION,
By WILMER A. HILL,
Attorney.

U. S. GOVERNMENT PRINTING OFFICE: 1941